

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

TATTOO JOHNNY, INC.,

Plaintiff,

v.

CHRISTIAN AUDIGIER, INC., SHOP ON
STAGE, INC., CHRISTIAN AUDIGIER, TY
BOWERS, MACY'S, INC.,
BLOOMINGDALE'S, INC., NORDSTROM,
INC., VANGUARD APPAREL LIMITED,
JOHN DOES 1-100, inclusive,

Defendants.

Docket No.: 1:08-cv-5572

DECLARATION OF JONAS M. SEIDER

Declaration of Jonas M. Seider

I, JONAS M. SEIDER, hereby declare and say:

1. I am an attorney duly admitted to practice in the state courts of New Jersey and New York. I am an associate at the law firm of OlenderFeldman LLP, ("OF") attorneys for Plaintiff Tattoo Johnny, Inc. ("Plaintiff") in this action. I am fully familiar with the facts set forth herein based upon personal knowledge and the expedited discovery provided in this case. I make this Declaration in further support of Plaintiff's Motion for Preliminary Injunction.

2. As an attorney handling this litigation, I have possession, custody, supervision and control of records and documents relating to Plaintiff in general and to this litigation. The records and documents referred to in this Declaration constitute writings taken, made or received in the ordinary course of business of OF at or near the time of the act, condition or event to which they relate, by persons employed by OF who have a business duty to OF to accurately and completely take, make, and receive and maintain such records and documents.

3. As Plaintiff's attorney, I filed the original copyright application for the Tattoo Johnny Eagle (Reg., VA 1-633-383), the Tattoo Johnny Knife and Rose (Reg. No.: VA 1-633-384), and the Tattoo Johnny Skull Rose on Top (Reg. No.: VA 1-0633-385) (collectively referred as, the "Plaintiff's Designs"). In that original application, Plaintiff informed me that the dates of first publication for Plaintiff's Designs was December 5, 2008. Attached hereto as **Exhibit A** are true and correct copies of the initial trademark applications I filed for Plaintiff's Designs.

4. Shortly after I submitted the copyright applications for Plaintiff's Designs, Plaintiff informed me that those initial dates of publication were incorrect. I immediately filed an amended application setting forth the first publication date, which reflects the day Plaintiff's Designs were first uploaded to Plaintiff's website for sale. Attached hereto as **Exhibit B** are true and correct copies of the amended application for Plaintiff's Designs.

5. Attached hereto as **Exhibit C** is a true and correct copy of the relevant portions from the transcript of David Bollt's July 17, 2008 Deposition.

6. Attached hereto as **Exhibit D** is a true and correct copy of a redacted version of the T-shirt licensing agreement to which Plaintiff is a party. As the agreement is confidential, Plaintiff's have redacted all irrelevant portions. All relevant portions remain in tact.

7. Attached hereto as **Exhibit E** are true and correct copies of the respective assignment and work-for-hire agreements executed by the artists of Plaintiff's Designs. In these agreements, the artists unequivocally assign all rights in and to the copyrights for Plaintiff's Designs.

8. On July 23, 2008, in response to the July 17, 2008 Deposition of David Bollt, I visited the website located at www.vosstattoos.com. Attached hereto as **Exhibit F** are true and

correct copies of several screenshots I took from the website www.vosstattoos.com depicting the use of copyright notice. I believe that www.vosstattoos.com is artist Damien Friesz's personal website.

9. On July 23, 2008, I conducted Google Image search for the term "Mickey Mouse." Attached hereto as **Exhibit G** is a true and correct copy of a screenshot I took from the result of my Google Image search for "Mickey Mouse." On the bottom of the page, there is a Google copyright notice.

10. On July 24, 2008, I visited Defendants' website, www.christianaudigier.com. I attempted to copy the image on the screen by right clicking on the image. When I right clicked on the image to copy, a copyright notice appeared. Attached hereto as **Exhibit H** is a true and correct copy of a screenshot I took from Defendants' website, www.christianaudigier.com, depicting the copyright notice.

11. On June 14, 2008, I visited Defendants' Christian Audigier Store in New York. While at the store, I personally purchased a shirt with the eagle design. The SKU number for this shirt is B8CBBDEC, and called "Eagle Wing." Attached hereto as **Exhibit I** is a true and correct copy of the receipt from the purchase of Defendants' shirt, a photograph I took of Defendants' shirt, and a picture of Plaintiff's registered eagle design directly adjacent to a close-up photograph I took of Defendants' eagle design as it appears on Defendants' T-shirts. I personally took the photographs of Defendants' shirt on July 31, 2008 and declare that each photograph truthfully and accurately depicts the shirt that I purchased from Defendants' store.

12. On June 14, 2008, I visited Defendants' Christian Audigier Store in New York. While at the store, I personally purchased a shirt with the knife and rose design. The SKU number for this shirt is B8CBFDSK, and called "Sugar Skull." Attached hereto as **Exhibit J** is a

true and correct copy of the receipt from the purchase of Defendants' shirt, a photograph I took of Defendants' shirt, and a picture of Plaintiff's registered knife and rose design directly adjacent to a close-up photograph I took of Defendants' knife and rose design as it appears on Defendants' T-shirts. I personally took the photographs of Defendants' shirt on July 31, 2008 and declare that each photograph truthfully and accurately depicts the shirt that I purchased from Defendants' store.

13. On June 14, 2008, I visited Defendants' Christian Audigier Store in New York. While at the store, I personally purchased a shirt with the skull design. The SKU number for this shirt is B8CBFDSK, and called "Sugar Skull." Again, on July 26, 2008, over a month after the commencement of this action, I visited Defendants' Christian Audigier Store in New York. While at the store, I personally purchased a different shirt with the skull design. The SKU number for this shirt is B8CBADHJ, and called "6M S/S Tee HJ." Attached hereto as **Exhibit K** are true and correct copies of the receipts from the purchase of Defendants' shirts, photographs I took of Defendants' shirts, and a picture of Plaintiff's registered skull design directly adjacent to a close-up photograph I took of Defendants' skull designs as they appear on Defendants' T-shirts. Attached hereto as **Exhibit L** is a true and correct copy of a picture of the rose from Plaintiff's knife and rose design directly adjacent to a close up photograph I took of the eyes from Defendants' skull design as it appears on Defendants' T-Shirts. I personally took the photographs of Defendants' shirts on July 31, 2008 and declare that each photograph truthfully and accurately depicts the shirts that I purchased from Defendants' store.

14. On July 28, 2008, I visited Defendants' website www.christianaudigier.com, and I noticed that Defendant had added two new styles of shirts with the eagle design. Attached hereto

as **Exhibit M** are true and correct copies of screenshots I took from the website depicting these shirts.

15. On July 17, 2008, after David Bollt's deposition, I visited Defendants' website www.christianaudigier.com, and I noticed that Defendant had added two new styles of shirts with the skull design. Attached hereto as **Exhibit N** are true and correct copies of screenshots I took from the website depicting these shirts.

16. On July 26, 2008, over a month after the commencement of this action, I visited Defendants' Christian Audigier Store in New York. While at the store, I personally purchased a different shirt with a tiger design. The SKU number for this shirt is, B8YBBCTF, and called "S/S Multi DipDye RS TF." I believed the tiger design looked substantially similar to the tiger design Defendants downloaded from Plaintiff's website on December 11, 2007. Plaintiff has a registered copyright in the tiger design (Registration No.: VA 1-636-895, "*Tattoo Johnny White Bengal Tiger 1*"). Attached hereto as **Exhibit O** is a true and correct copy of the receipt from the purchase of Defendants' shirt, a photograph I took of Defendants' shirt, a picture of Plaintiff's registered tiger design directly adjacent to a close-up photograph I took of Defendants' tiger design as it appears on Defendants' T-shirts, and a photograph I took of Defendants' store window with the tiger t-shirt on display. I personally took the photographs of Defendants' shirt on July 31, 2008 and declare that each photograph truthfully and accurately depicts the shirt that I purchased from Defendants' store. I personally took the photographs of Defendants' store window on July 26, 2008 and declare that the photograph truthfully and accurately depicts Defendants' store window on that day.

17. On June 6, 2008, I personally visited Defendants' website, www.christianaudigier.com, and found several shirts with designs of eagles, skulls and knives.

Attached hereto as **Exhibit P** are true and correct copies of screenshots I took from Defendants' website depicting these shirts.

18. On June 15, 2008, I personally visited Defendants' Christian Audigier store in New York. I saw that the window display had shirts depicting an eagle, skulls, and knives. Attached hereto as **Exhibit Q** are true and correct copies of photographs I took of Defendants' store window on that date. I personally took the photographs of Defendants' store window on June 15, 2008 and declare that the photograph truthfully and accurately depicts Defendants' store window on that day.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 8/1/08

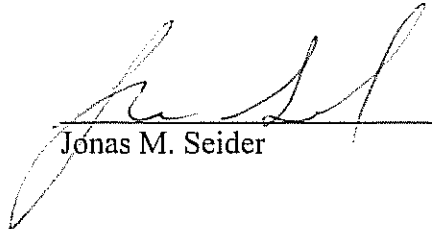
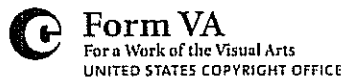

Jonas M. Seider

EXHIBIT A

Copyright Office fees are subject to change. For current fees, check the Copyright Office website at www.copyright.gov, write the Copyright Office, or call (202) 707-3000.



REGISTRATION NUMBER

VA VAU
EFFECTIVE DATE OF REGISTRATION

Month Day Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

Title of This Work ▼

NATURE OF THIS WORK ▼ See instructions

Tattoo Johnny Eagle

Digital Design

Previous or Alternative Titles ▼

Publication as a Contribution If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of Collective Work ▼

If published in a periodical or serial give: Volume ▼

Number ▼

Issue Date ▼

On Pages ▼

NAME OF AUTHOR ▼

a Tattoo Johnny, Inc.

DATES OF BIRTH AND DEATH

Year Born ▼

Year Died ▼

Was this contribution to the work a "work made for hire"?

☒ Yes☐ No

Author's Nationality or Domicile

Name of Country

OR

Citizen of

Domiciled in

New Jersey

Was This Author's Contribution to the Work

Anonymous? ☐ Yes ☒ NoPseudonymous? ☐ Yes ☒ No

If the answer to either of these questions is "Yes," see detailed instructions.

Nature of Authorship Check appropriate box(es). See instructions

☐ 3-Dimensional sculpture☐ Map☐ Technical drawing☒ 2-Dimensional artwork☐ Photograph☐ Text☐ Reproduction of work of art☐ Jewelry design☐ Architectural work

Name of Author ▼

Dates of Birth and Death

Year Born ▼

Year Died ▼

Was this contribution to the work a "work made for hire"?

☐ Yes☐ No

Author's Nationality or Domicile

Name of Country

OR

Citizen of

Domiciled in

Was This Author's Contribution to the Work

Anonymous? ☐ Yes ☐ NoPseudonymous? ☐ Yes ☐ No

If the answer to either of these questions is "Yes," see detailed instructions.

Nature of Authorship Check appropriate box(es). See instructions

☐ 3-Dimensional sculpture☐ Map☐ Technical drawing☐ 2-Dimensional artwork☐ Photograph☐ Text☐ Reproduction of work of art☐ Jewelry design☐ Architectural work

Year in Which Creation of This Work Was Completed

2007

This information must be given in all cases.

Date and Nation of First Publication of This Particular Work

Complete this information ONLY if this work has been published.

Month December

Day 5

Year 2007

Nation

COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2. ▼

Tattoo Johnny, Inc.

110 Winchester Ct.

Fairburn GA 30213

Transfer If the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright. ▼

APPLICATION RECEIVED

ONE DEPOSIT RECEIVED

TWO DEPOSITS RECEIVED

FUNDS RECEIVED

MORE ON BACK ▶

- Complete all applicable spaces (numbers 5-9) on the reverse side of this page.
- See detailed instructions.
- Sign the form at line 8.

DO NOT WRITE HERE

Page 1 of _____ pages

2

NOTE

Under the law, the "author" of a "work made for hire" is generally the employer, not the employee (see instructions). For any part of this work that was "made for hire" check "Yes" in the space provided, give the employer (or other person for whom the work was prepared) as "Author" of that part, and leave the space for dates of birth and death blank.

3

4

See instructions before completing this space.

EXAMINED BY

FORM VA

CHECKED BY

CORRESPONDENCE

☐ YesFOR
COPYRIGHT
OFFICE
USE
ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

PREVIOUS REGISTRATION Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?

☐ Yes ☒ No If your answer is "Yes," why is another registration being sought? (Check appropriate box.) ▼a. ☐ This is the first published edition of a work previously registered in unpublished form.b. ☐ This is the first application submitted by this author as copyright claimant.c. ☐ This is a changed version of the work, as shown by space 6 on this application.

If your answer is "Yes," give: Previous Registration Number ▼

Year of Registration ▼

DERIVATIVE WORK OR COMPILATION Complete both space 6a and 6b for a derivative work; complete only 6b for a compilation.

a. Preexisting Material Identify any preexisting work or works that this work is based on or incorporates. ▼

b. Material Added to This Work Give a brief, general statement of the material that has been added to this work and in which copyright is claimed. ▼

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.

Name ▼

Account Number ▼

CORRESPONDENCE Give name and address to which correspondence about this application should be sent. Name/Address/Apt/City/State/Zip ▼

Jonas Seider, Esq.
OlenderFeldman LLP
2840 Morris Ave.
Union, NJ 07085

Area code and daytime telephone number (908) 964-2424

Fax number (908) 810-9931

Email jseider@olenderfeldman.com

CERTIFICATION* I, the undersigned, hereby certify that I am the

check only one ▶

☐ author☐ other copyright claimant☐ owner of exclusive right(s)☒ authorized agent of Tattoo Johnny, Inc.

Name of author or other copyright claimant, or owner of exclusive right(s) ▲

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

Typed or printed name and date ▼ If this application gives a date of publication in space 3, do not sign and submit it before that date.

Jonas Seider

Date 2/28/08

Handwritten signature (X) ▼

X

Certificate
will be
mailed in
window
envelope
to this
address:

Name ▼

Jonas Seider

Number/Street/Apt ▼

2840 Morris Ave.

City/State/ZIP ▼

Union, NJ 07083

YOU MUST:

- Complete all necessary spaces
- Sign your application in space 8

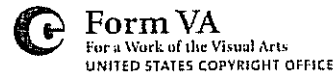
SEND ALL 3 ELEMENTS
IN THE SAME PACKAGE:

1. Application form
2. Nonrefundable filing fee in check or money order payable to Register of Copyrights
3. Deposit material

MAIL TO:

Library of Congress
Copyright Office
101 Independence Avenue SE
Washington, DC 20559-6000

*17 USC §506(e): Any person who knowingly makes a false representation of a material fact in the application for copyright registration provided for by section 408, or in any written statement filed in connection with the application, shall be fined not more than \$2,500.



REGISTRATION NUMBER

VA VAU
EFFECTIVE DATE OF REGISTRATION

Month Day Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

Title of This Work ▼

NATURE OF THIS WORK ▼ See instructions

Tattoo Johnny Knife & Rose

Digital Design

Previous or Alternative Titles ▼

Publication as a Contribution If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of Collective Work ▼

If published in a periodical or serial give: Volume ▼ Number ▼ Issue Date ▼ On Pages ▼

NAME OF AUTHOR ▼

DATES OF BIRTH AND DEATH
Year Born ▼ Year Died ▼

Tattoo Johnny, Inc.

Was this contribution to the work a
"work made for hire"?
☒ Yes
☐ No

Author's Nationality or Domicile
Name of Country

OR { Citizen of _____
Domiciled in New Jersey

Was This Author's Contribution to the Work

Anonymous? ☐ Yes ☒ NoPseudonymous? ☐ Yes ☒ No

If the answer to either
of these questions is
"Yes," see detailed
instructions.

Nature of Authorship Check appropriate box(es). See instructions

☐ 3-Dimensional sculpture☐ Map☐ Technical drawing☒ 2-Dimensional artwork☐ Photograph☐ Text☐ Reproduction of work of art☐ Jewelry design☐ Architectural work

Name of Author ▼

Dates of Birth and Death
Year Born ▼ Year Died ▼

Was this contribution to the work a
"work made for hire"?
☐ Yes
☐ No

Author's Nationality or Domicile
Name of Country

OR { Citizen of _____
Domiciled in _____

Was This Author's Contribution to the Work

Anonymous? ☐ Yes ☐ NoPseudonymous? ☐ Yes ☐ No

If the answer to either
of these questions is
"Yes," see detailed
instructions.

Nature of Authorship Check appropriate box(es). See instructions

☐ 3-Dimensional sculpture☐ Map☐ Technical drawing☐ 2-Dimensional artwork☐ Photograph☐ Text☐ Reproduction of work of art☐ Jewelry design☐ Architectural work

Year in Which Creation of This Work Was

Completed
2007

This information
must be given
in all cases.

Date and Nation of First Publication of This Particular Work

Complete this information
ONLY if this work
has been published. Month December Day 5 Year 2007

Nation

COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2. ▼

Tattoo Johnny, Inc.
110 Winchester Ct.
Fairburn GA 30213

Transfer If the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright. ▼

APPLICATION RECEIVED

ONE DEPOSIT RECEIVED

TWO DEPOSITS RECEIVED

FUNDS RECEIVED

DO NOT WRITE HERE
OFFICE USE ONLY

MORE ON BACK ►

- Complete all applicable spaces (numbers 5-9) on the reverse side of this page.
- See detailed instructions.
- Sign the form at line 8.

DO NOT WRITE HERE

Page 1 of _____ pages

NOTE

Under the law, the "author" of a "work made for hire" is generally the employer, not the employee (see instructions). For any part of this work that was "made for hire" check "Yes" in the space provided, give the employer (or other person for whom the work was prepared) as "Author" of that part, and leave the space for dates of birth and death blank.

See instructions
before completing
this space.

EXAMINED BY

FORM VA

CHECKED BY

CORRESPONDENCE

☐ YesFOR
COPYRIGHT
OFFICE
USE
ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

PREVIOUS REGISTRATION Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?

☐ Yes ☒ No If your answer is "Yes," why is another registration being sought? (Check appropriate box.) ▼a. ☐ This is the first published edition of a work previously registered in unpublished form.b. ☐ This is the first application submitted by this author as copyright claimant.c. ☐ This is a changed version of the work, as shown by space 6 on this application.

If your answer is "Yes," give: Previous Registration Number ▼

Year of Registration ▼

DERIVATIVE WORK OR COMPILATION Complete both space 6a and 6b for a derivative work; complete only 6b for a compilation.

a. Preexisting Material Identify any preexisting work or works that this work is based on or incorporates. ▼

b. Material Added to This Work Give a brief, general statement of the material that has been added to this work and in which copyright is claimed. ▼

See instructions
before completing
this space.

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.

Name ▼

Account Number ▼

CORRESPONDENCE Give name and address to which correspondence about this application should be sent. Name/Address/Apt/City/State/Zip ▼

Jonas Seider, Esq.
OlenderFeldmann LLP
2840 Morris Ave.

Area code and daytime telephone number (908) 964-2424

Fax number (908) 810-6631

Email

CERTIFICATION* I, the undersigned, hereby certify that I am the

check only one ▶

☐ author☐ other copyright claimant☐ owner of exclusive right(s)☒ authorized agent of Tattoo Johnny, Inc.

Name of author or other copyright claimant, or owner of exclusive right(s) ▲

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

Typed or printed name and date ▼ If this application gives a date of publication in space 3, do not sign and submit it before that date.

Jonas Seider

Date

7/29/08

Handwritten signature (X) ▼

X

Certificate
will be
mailed in
window
envelope
to this
address:

Name ▼

Jonas Seider

Number/Street/Apt ▼

2840 Morris Ave.

City/State/ZIP ▼

Union, NJ 07083

YOU MUST:

- Complete all necessary spaces
- Sign your application in space 8

SEND ALL 3 ELEMENTS
IN THE SAME PACKAGE:

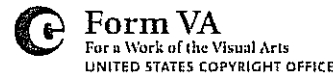
1. Application form
2. Nonrefundable filing fee in check or money order payable to Register of Copyrights
3. Deposit material

MAIL TO:

Library of Congress
Copyright Office
101 Independence Avenue SE
Washington, DC 20559-6000

*17 USC §506(e): Any person who knowingly makes a false representation of a material fact in the application for copyright registration provided for by section 409, or in any written statement filed in connection with the application, shall be fined not more than \$2,500.

Copyright Office fees are subject to change. For current fees, check the Copyright Office website at www.copyright.gov or call (202) 707-1000.



REGISTRATION NUMBER

VA VAU
EFFECTIVE DATE OF REGISTRATION

Month Day Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

Title of This Work ▼

NATURE OF THIS WORK ▼ See instructions

Tattoo Johnny Skull Rose on Top

Digital Design

Previous or Alternative Titles ▼

Publication as a Contribution If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of Collective Work ▼

If published in a periodical or serial give: Volume ▼ Number ▼ Issue Date ▼ On Pages ▼

NAME OF AUTHOR ▼

Tattoo Johnny, Inc.

DATES OF BIRTH AND DEATH
Year Born ▼ Year Died ▼

Was this contribution to the work a "work made for hire"?
☒ Yes
☐ No

Author's Nationality or Domicile
Name of Country

OR { Citizen of _____
Domiciled in New Jersey

Was This Author's Contribution to the Work

Anonymous? ☐ Yes ☒ No
Pseudonymous? ☐ Yes ☒ No
If the answer to either of these questions is "Yes," see detailed instructions.

Nature of Authorship Check appropriate box(es). See instructions

☐ 3-Dimensional sculpture ☐ Map ☐ Technical drawing
☒ 2-Dimensional artwork ☐ Photograph ☐ Text
☐ Reproduction of work of art ☐ Jewelry design ☐ Architectural work

Name of Author ▼

Dates of Birth and Death
Year Born ▼ Year Died ▼

Was this contribution to the work a "work made for hire"?
☐ Yes
☐ No

Author's Nationality or Domicile
Name of Country

OR { Citizen of _____
Domiciled in _____

Was This Author's Contribution to the Work

Anonymous? ☐ Yes ☐ No
Pseudonymous? ☐ Yes ☐ No
If the answer to either of these questions is "Yes," see detailed instructions.

Nature of Authorship Check appropriate box(es). See instructions

☐ 3-Dimensional sculpture ☐ Map ☐ Technical drawing
☐ 2-Dimensional artwork ☐ Photograph ☐ Text
☐ Reproduction of work of art ☐ Jewelry design ☐ Architectural work

Year in Which Creation of This Work Was

Completed
2007

This information must be given in all cases.

Date and Nation of First Publication of This Particular Work

Complete this information ONLY if this work has been published. Month December Day 5 Year 2007

Nation

COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2. ▼

Tattoo Johnny, Inc.
110 Winchester Ct.
Fairburn GA 30213

Transfer If the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright. ▼

APPLICATION RECEIVED

ONE DEPOSIT RECEIVED

TWO DEPOSITS RECEIVED

FUNDS RECEIVED

DO NOT WRITE HERE OFFICE USE ONLY

MORE ON BACK ►

• Complete all applicable spaces (numbers 5-9) on the reverse side of this page.
• See detailed instructions. • Sign the form at line 9.

DO NOT WRITE HERE

Page 1 of _____ pages

NOTE

Under the law, the "author" of a "work made for hire" is generally the employer, not the employee (see instructions). For any part of this work that was "made for hire" check "Yes" in the space provided, give the employer (or other person for whom the work was prepared) as "Author" of that part, and leave the space for dates of birth and death blank.

See instructions before completing this space

EXAMINED BY

FORM VA

CHECKED BY

CORRESPONDENCE

☐ YesFOR
COPYRIGHT
OFFICE
USE
ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

PREVIOUS REGISTRATION Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?

☐ Yes ☒ No If your answer is "Yes," why is another registration being sought? (Check appropriate box.) ▼a. ☐ This is the first published edition of a work previously registered in unpublished form.b. ☐ This is the first application submitted by this author as copyright claimant.c. ☐ This is a changed version of the work, as shown by space 6 on this application.

If your answer is "Yes," give: Previous Registration Number ▼

Year of Registration ▼

DERIVATIVE WORK OR COMPILATION Complete both space 6a and 6b for a derivative work; complete only 6b for a compilation.

a. Preexisting Material Identify any preexisting work or works that this work is based on or incorporates. ▼

b. Material Added to This Work Give a brief, general statement of the material that has been added to this work and in which copyright is claimed. ▼

See instructions
before completing
this space.

DEPOSIT ACCOUNT* If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.

Name ▼

Account Number ▼

CORRESPONDENCE Give name and address to which correspondence about this application should be sent. Name/Address/Apt/City/State/Zip ▼

Jonas Seider, Esq.
OlenderFeldmann LLP
2840 Morris Ave.

Area code and daytime telephone number (908) 964-2424

Fax number (908) 810-6631

Email

CERTIFICATION* I, the undersigned, hereby certify that I am the

check only one ▶

☐ author☐ other copyright claimant☐ owner of exclusive right(s)☒ authorized agent of Tattoo Johnny, Inc.

Name of author or other copyright claimant, or owner of exclusive right(s) ▲

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

Typed or printed name and date ▼ If this application gives a date of publication in space 3, do not sign and submit it before that date.

Handwritten signature (X) ▼

X

Date 3/29/08

Certificate
will be
mailed in
window
envelope
to this
address:

Name ▼

Jonas Seider

Number/Street/Apt ▼

2840 Morris Ave.

City/State/ZIP ▼

Union, NJ 07083

YOU MUST:
• Complete all necessary spaces
• Sign your application in space 8SEND ALL 3 ELEMENTS
IN THE SAME PACKAGE:1. Application form
2. Nonrefundable filing fee in check or money
order payable to Register of Copyrights
3. Deposit materialMAIL TO:
Library of Congress
Copyright Office
101 Independence Avenue SE
Washington, DC 20559-6000

*17 USC §506(e): Any person who knowingly makes a false representation of a material fact in the application for copyright registration provided for by section 409, or in any written statement filed in connection with the application, shall be fined not more than \$2,500.

EXHIBIT B

Copyright Office fees are subject to change. For current fees, check the Copyright Office website at www.copyright.gov, write the Copyright Office, or call (202) 707-3000.


Form CA

 For Supplementary Registration
 UNITED STATES COPYRIGHT OFFICE

REGISTRATION NUMBER

TX	TXU	PA	PAU	VA	VAU	SR	SRU	RE
----	-----	----	-----	----	-----	----	-----	----

 EFFECTIVE DATE OF SUPPLEMENTARY REGISTRATION

Month Day Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

Title of Work ▼

Tattoo Johnny Eagle

Registration Number of the Basic Registration ▼

VA 1-633-383

Year of Basic Registration ▼

2008

Name(s) of Author(s) ▼

Tattoo Johnny, Inc.

Name(s) of Copyright Claimant(s) ▼

Tattoo Johnny, Inc.

Location and Nature of Incorrect Information in Basic Registration ▼

 Line Number 4 Line Heading or Description Date of 1st Publication

Incorrect Information as It Appears in Basic Registration ▼

December 5, 2007

Corrected Information ▼

May 16, 2007

Explanation of Correction ▼

The initial date of first publication was a mistake.

Location and Nature of Information in Basic Registration to be Amplified ▼

Line Number _____ Line Heading or Description _____

Amplified Information and Explanation of Information ▼

MORE ON BACK ▶

- Complete all applicable spaces (D-G) on the reverse side of this page.
- See detailed instructions.
- Sign the form at Space F.

DO NOT WRITE HERE

Page 1 of _____ pages

FORM CA RECEIVED

FORM CA

FUNDS RECEIVED DATE

EXAMINED BY

CORRESPONDENCE ☐REFERENCE TO THIS REGISTRATION ADDED TO
BASIC REGISTRATION ☐ YES ☐ NOFOR
COPYRIGHT
OFFICE
USE
ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

Continuation of: ☐ Part B or ☐ Part C

Correspondence: Give name and address to which correspondence about this application should be sent.

Phone (954) 699-3833 Fax (908) 810-6631 Email jonas.selder@gmail.com

Deposit Account: If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.

Name _____

Account Number _____

Certification* I, the undersigned, hereby certify that I am the: (Check only one)

☐ author ☐ owner of exclusive right(s)
☐ other copyright claimant ☒ duly authorized agent of Tattoo Johnny, Inc.

Name of author or other copyright claimant, or owner of exclusive right(s) ▲

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

Typed or printed name ▼ Jonas SeiderDate ▼ June 25, 2008

Handwritten signature (X) ▼

Certificate
will be
mailed in
window
envelope
to this
address:

Name ▼
Jonas Seider, Esq.

Number/Street/Apt ▼
182 East 95th St. Apt. 2K

City/State/ZIP ▼
New York, New York 10128

YOU MUST:

- Complete all necessary spaces
- Sign your application in Space F

**SEND ALL ELEMENTS
IN THE SAME PACKAGE**

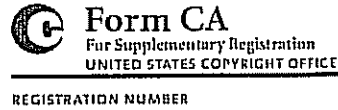
1. Application form
2. Nonrefundable filing fee in check or money order payable to Registrar of Copyrights

MAIL TO:

Library of Congress
Copyright Office
101 Independence Avenue SE
Washington, DC 20559-6000

*17 USC §506(a): Any person who knowingly makes a false representation of a material fact in the application for copyright registration provided for by section 409, or in any written statement filed in connection with the application, shall be fined not more than \$2,500.

Copyright Office fees are subject to change. For current fees, check the Copyright Office website at www.copyright.gov, write the Copyright Office, or call (202) 707-3000.



TX	TXU	PA	PAU	VA	VAU	SR	SRU	RE
----	-----	----	-----	----	-----	----	-----	----

EFFECTIVE DATE OF SUPPLEMENTARY REGISTRATION

Month Day Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

Title of Work ▼
Tattoo Johnny Knife & Rose

Registration Number of the Basic Registration ▼
VA 1-633-384

Year of Basic Registration ▼
2008

Name(s) of Author(s) ▼
Tattoo Johnny, Inc.

Name(s) of Copyright Claimant(s) ▼
Tattoo Johnny, Inc.

Location and Nature of Incorrect Information in Basic Registration ▼

Line Number 4 Line Heading or Description Date of 1st Publication

Incorrect Information as It Appears in Basic Registration ▼

December 5, 2007

Corrected Information ▼

May 16, 2007

Explanation of Correction ▼

The initial date of first publication was a mistake.

Location and Nature of Information in Basic Registration to be Amplified ▼

Line Number _____ Line Heading or Description _____

Amplified Information and Explanation of Information ▼

MORE ON BACK ► • Complete all applicable spaces (D-G) on the reverse side of this page.
• See detailed instructions. • Sign the form at Space F.

DO NOT WRITE HERE

Page 1 of _____ pages

FORM CA RECEIVED

FORM CA

FUNDS RECEIVED DATE

EXAMINED BY

CORRESPONDENCE ☐REFERENCE TO THIS REGISTRATION ADDED TO
BASIC REGISTRATION ☐ YES ☐ NOFOR
COPYRIGHT
OFFICE
USE
ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

Continuation of: ☐ Part B or ☐ Part C

Correspondence: Give name and address to which correspondence about this application should be sent.

Phone (954) 699-3833 Fax (908) 810-6631 Email jonas.seider@gmail.com

Deposit Account: If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.

Name _____

Account Number _____

Certification* I, the undersigned, hereby certify that I am the: (Check only one)

☐ author ☐ owner of exclusive right(s)
☐ other copyright claimant ☒ duly authorized agent of Tattoo Johnny, Inc.

Name of author or other copyright claimant, or owner of exclusive right(s) ▲

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

Typed or printed name ▼ Jonas Seider

Date ▼ June 25, 2008

Handwritten signature (X) ▼

Certificate
will be
mailed in
window
envelope
to this
address:

Name ▼
Jonas Seider, Esq.

Number/Street/Apt ▼
182 East 95th St. Apt. 2K

City/State/ZIP ▼
New York, New York 10128

YOU MUST:

- Complete all necessary spaces
- Sign your application in Space F

**SEND ALL ELEMENTS
IN THE SAME PACKAGE:**

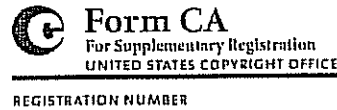
1. Application form
2. Non-refundable filing fee in check or money order payable to Register of Copyrights

MAIL TO:

Library of Congress
Copyright Office
101 Independence Avenue SE
Washington, DC 20540-6000

*17 USC §506(e): Any person who knowingly makes a false representation of a material fact in the application for copyright registration provided for by section 409, or in any written statement filed in connection with the application, shall be fined not more than \$2,500.

Copyright Office fees are subject to change. For current fees, check the Copyright Office website at www.copyright.gov, write the Copyright Office, or call (202) 707-9000.



TX	TXU	PA	PAU	VA	VAU	SR	SRU	RE
----	-----	----	-----	----	-----	----	-----	----

EFFECTIVE DATE OF SUPPLEMENTARY REGISTRATION

Month Day Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

Title of Work ▼

Tattoo Johnny Skull Rose on Top

Registration Number of the Basic Registration ▼

VA 1-633-385

Year of Basic Registration ▼

2008

Name(s) of Author(s) ▼

Tattoo Johnny, Inc.

Name(s) of Copyright Claimant(s) ▼

Tattoo Johnny, Inc.

Location and Nature of Incorrect Information in Basic Registration ▼

Line Number 4 Line Heading or Description Date of 1st Publication

Incorrect Information as It Appears in Basic Registration ▼

December 5, 2007

Corrected Information ▼

May 16, 2007

Explanation of Correction ▼

The initial date of first publication was a mistake.

Location and Nature of Information in Basic Registration to be Amplified ▼

Line Number _____ Line Heading or Description _____

Amplified Information and Explanation of Information ▼

MORE ON BACK ► • Complete all applicable spaces (D-G) on the reverse side of this page.

• See detailed Instructions. • Sign the form at Space F.

DO NOT WRITE HERE

Page 1 of _____ pages

FORM CA RECEIVED

FORM CA

FUNDS RECEIVED DATE

EXAMINED BY

CORRESPONDENCE ☐FOR
COPYRIGHT
OFFICE
USE
ONLYREFERENCE TO THIS REGISTRATION ADDED TO
BASIC REGISTRATION ☐ YES ☐ NO

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

Continuation of: ☐ Part B or ☐ Part C

Correspondence: Give name and address to which correspondence about this application should be sent.

Phone (954) 699-3833 Fax (908) 810-6631 Email jonas.seider@gmail.com

Deposit Account: If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.

Name _____

Account Number _____

Certification* I, the undersigned, hereby certify that I am the: (Check only one)

☐ author ☐ owner of exclusive right(s)
☐ other copyright claimant ☒ duly authorized agent of Tattoo Johnny, Inc.
Name of author or other copyright claimant, or owner of exclusive right(s) ▲
of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.Typed or printed name ▼ Jonas SeiderDate ▼ June 25, 2008

Handwritten signature (X) ▼

Certificate
will be
mailed in
window
envelope
to this
address:

Name ▼
Jonas Seider, Esq.

Number/Street/Apt ▼
182 East 95th St. Apt. 2K

City/State/ZIP ▼
New York, New York 10128

YOU MUST:

- Complete all necessary spaces
- Sign your application in Space F

SEND ALL ELEMENTS IN THE SAME PACKAGE:

1. Application form
2. Nonrefundable filing fee in check or money order payable to Register of Copyrights

MAIL TO:

Library of Congress
Copyright Office
101 Independence Avenue SE
Washington, DC 20559-6000

*17 USC §508(e): Any person who knowingly makes a false representation of a material fact in the application for copyright registration provided for by section 409, or in any written statement filed in connection with the application, shall be fined not more than \$2,500.

EXHIBIT C

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
DOCKET NO. 08-cv-5572 LP

TATTOO JOHNNY, INC.,)

Plaintiff,)

-vs-)

CHRISTIAN AUDIGIER, INC., SHOP)
ON STAGE, INC., CHRISTIAN)
AUDIGIER, TY BOWERS, MACY'S)
INC., BLOOMINGDALE'S, INC.,)
NORDSTROM, INC., VANGUARD)
APPAREL LIMITED, JOHN DOES)
1-100, inclusive,

Defendants.)

COPY

DEPOSITION OF:

DAVID BOLLT

TRANSCRIPT of the stenographic notes of

~~the proceedings in the above-entitled matter, as~~
taken by and before LINDA M. HOFFMANN, a Certified
Court Reporter and Notary Public of the State of New
Jersey, held at the office of OLENDER FELDMAN, ESQS.,
2840 Morris Avenue, Union, New Jersey, on Thursday,
July 17, 2008, commencing at 10:15 a.m.

1 render with the tattoo machine.

2 Q. Does Tattoo Johnny have any specific
3 standards that they have in place for Andrea and Ale;
4 anything specific to them?

5 MR. SEIDER: Objection to form. I don't
6 understand the question. I'm sorry.

7 MR. LaCAVA: Okay. The question is not
8 to you.

9 MR. SEIDER: I know, I know. That's why
10 I'm objecting to the form.

11 A. We have very high expectations for
12 Andrea and Ale. They're excellent, hard-working
13 artists.

14 Q. Anything specific in writing, procedures
15 that they're supposed to follow?

16 A. They understand -- Andrea and Ale have
17 been particularly keen in understanding what makes a
18 quality tattoo design, from both a technical aspect
19 and from an aesthetic aspect. They're some of our
20 favorite artists, so they've been explained the
21 process, and I believe it was reflected in some of
22 the documents that we had made available as to the
23 process, how in the early stages with them, we
24 art-directed them through what our expectations were
25 and explained to them what we needed from the line

1 art, and how things need to look, and how the pages
2 should appear full so as to be desirable product.
3 And so, yes, they have some specific, I guess, rules
4 and standards they need to live up to.

5 Q. Is there any sort of general sort of
6 document, or set of written rules somewhere that
7 Tattoo Johnny makes available to any artist that they
8 can follow for submitting artwork?

9 A. We do have a set -- we do have tattoo
10 design guidelines that we've prepared. And some of
11 that was a result of going through this process with
12 a lot of specific artists, as we did with Andrea and
13 Ale, so that we would then have a document that would
14 be a little more convenient that we would make
15 available.

16 Q. But as far as you know, there's nothing
17 specific written for Andrea and Ale as far as
18 procedures go?

19 A. There was specific written communication
20 between us, but there wasn't a pre-prepared document.
21 There was communication based on questions and
22 answers.

23 Q. Okay. How about with Damien Friesz?

24 A. Damien Friesz is a -- a very
25 hard-working professional tattoo artist who knows the

1 business very well. He's highly creative, and Damien
2 follows his own artistic impulses and always
3 impresses us, so we haven't had to, or wanted to,
4 impose any specific requirements on him, except to
5 occasionally suggest to him subject matter that our
6 customers would find desirable.

7 Q. Okay. How does Tattoo Johnny know that
8 the designs that are submitted by any artist are
9 original?

10 A. Well, you know, we -- we don't always
11 know that. And we have on occasion not worked with
12 artists who have submitted work that we thought was
13 questionable. But of the artists we work with, we
14 have a lot of faith that it's all original content.
15 We know the tattoo industry very well. We know what
16 everybody's producing across the board, and you know,
17 we also keep an eye on other popular culture, so we
18 see what comes through. And if anything ever looks
19 questionable, the artist we won't work with.

20 Q. Does Tattoo Johnny review designs before
21 they're actually uploaded?

22 A. Yes.

23 Q. Okay. And can you describe for me a
24 little more that review process?

25 A. Yeah. You know, the designs all have to

1 be keyworded for search. And this is when they're --
2 you know, sort of the last step of quality control to
3 make sure the line art looks good, and to make sure
4 even the files upload into the system properly so
5 that the customer isn't going to get some buggy JPEG,
6 that they get a clean usable English file, and they
7 get tagged with keywords and approved for download.

8 Q. When they're approved for download, you
9 said sometimes you look for questionable designs?

10 A. Not so much in that process. When
11 artists submit their work to us, you know, we're
12 looking for unique talent. We're looking for artists
13 that bring something special to the table, and so we
14 receive far more submissions than we could ever put
15 in the website, and so we are sifting through what
16 comes in, looking for people who have their own
17 natural ability to generate original content. Those
18 are the only people we have any interest in working
19 with. So if somebody appears to be submitting
20 designs that are not -- that are not original, or if
21 they're derivative, then we're not really interested.
22 Those aren't the people we work with. We basically
23 kind of like to believe we represent the cream of the
24 crop out there.

25 Q. How would you know that any particular

1 design was not original or derivative?

2 A. Well, it's certainly possible that a
3 specific design could slip through. We've certainly
4 stopped -- not all the artists understand, so we have
5 had an artist submit artwork that maybe he did a
6 Superman logo, because, you know, in his tattoo
7 studio, he might tattoo that on somebody. That's not
8 our concern. But when it comes in to Tattoo Johnny,
9 if we see anything like that, we explain to them why
10 we can't use that.

11 Q. Okay. Has Tattoo Johnny ever received
12 any complaint from any artist that a piece of artwork
13 available, or a tattoo design available has been
14 copied from them?

15 A. No.

16 Q. Other than the documents that you
17 provided to us, that Tattoo Johnny provided to
18 defendants, do you have any other records that
19 indicate the efforts that we're going through to
20 develop these designs?

21 A. Not other than what was provided, no.

22 Q. Okay. Let's turn back to the eagle
23 here.

24 You said that this was designed by
25 Andrea and Ale. Is that correct?

1 tattoo, I would imagine so.

2 Q. Okay. How about to anyone -- strike
3 that.

4 Has Tattoo Johnny licensed any of the
5 copyrights in suit for use on T-shirts?

6 A. You know, that's a bit of a debate. The
7 eagle is certainly an image we had every intention of
8 using on T-shirts. And we don't want to be accused
9 of plagiarism, so I'm not sure what's going to happen
10 with that.

11 Q. Can you describe for me what you meant
12 by you intended on using? You intended on using the
13 eagle on T-shirts?

14 A. Absolutely. It's perfect for T-shirts.

15 Q. Okay. Did you actually have any license
16 agreements with any entity for placing the eagle on a
17 T-shirt?

18 A. We art direct a lot of our licenses, so
19 they don't necessarily come in with specific requests
20 for specific work. People look to Tattoo Johnny if
21 they're going to do a line of T-shirts to art direct
22 the line of T-shirts, because we know our inventory
23 and we know our artists, and we know what sells. So
24 with a T-shirt license, for example, we're going to
25 go through our artwork and hand pick our favorite

1 it was to perhaps come up with artwork themselves.
2 And so this was just to let him know that we would be
3 contacting through channels -- if I don't hear from
4 you, I was trying to let them know diplomatically
5 that I would be contacting the company, and that this
6 was going to be a discussion that we need to make
7 sure was pursued.

8 Q. Okay. So then you did speak to him on
9 the phone?

10 A. I absolutely spoke to him on the phone.

11 Q. And what did he tell you?

12 A. He told me first that he assumed that --
13 at first he was very defensive, and he said, "Well,
14 if I bought it, can't I use it for whatever I want?"

15 I get the impression, you know, he was
16 under the impression that when you buy something, you
17 could use it. Perhaps like you buy a record album,
18 people are under the impression that they could
19 resell it.

20 We see that a lot in tattoo with our
21 published designs. People will buy a set of designs
22 from us and they'll say, "Well, I bought it," and
23 then they want to copy it and sell it to other people
24 and they think they can do that because they think
25 they own it. You know, there's a lot of nuance to

1 Q. Okay. The skull that's in the middle
2 there, does that appear, from what you can make of
3 the image, to be the skull design?

4 A. It appears to be, yes.

5 Q. Okay. Did Tattoo Johnny give KingPin
6 Tattoo Supply a license to sell these designs?

7 A. No.

8 Q. Did Tattoo Johnny give a license to
9 Damien Friesz to sell these designs?

10 A. Give Damien Friesz a license? With
11 almost all of our artists, we do have an
12 understanding that they're allowed to sell their own
13 work.

14 Q. Would that be written at all in the
15 assignment agreement with Damien Friesz?

16 A. No.

17 Q. It's a verbal understanding?

18 A. Yeah.

19 Q. This website seems to indicate that this
20 skull flash set was available in 2006. Do you have
21 any reason to believe that that is incorrect?

22 A. No.

23 Q. Is it possible that Damien Friesz
24 created this skull design in 2006 and has been
25 selling it since then?

1 A. Certainly.

2 Q. Okay.

3 (Exhibit Boltt 10, KingPin Tattoo
4 Supply, Damien Friesz Roses Flash Set # 1, 2 pages
5 was received and marked for identification.)

6 Q. This is another printout, screenshot
7 from KingPin Tattoo Supply. And it's titled "Damien
8 Friesz Roses Flash Set Number 1."

9 Have you ever seen this website before?

10 A. No.

11 Q. Did -- if you look at the five panels of
12 tattoo designs that are here, the bottom left-hand
13 corner, does the center design appear to be the knife
14 and rose design that's the subject of this
15 litigation?

16 A. Yes, it does.

17 Q. Did Tattoo Johnny give KingPin Tattoo
18 Supply a license to sell this design?

19 A. No.

20 Q. Did Tattoo Johnny give Damien Friesz a
21 license to sell this design?

22 A. We have a verbal understanding with most
23 of our artists that they have the right to continue
24 selling their own work.

25 Q. Okay. To the best of your knowledge,

1 business very well. He's highly creative, and Damien
2 follows his own artistic impulses and always
3 impresses us, so we haven't had to, or wanted to,
4 impose any specific requirements on him, except to
5 occasionally suggest to him subject matter that our
6 customers would find desirable.

7 Q. Okay. How does Tattoo Johnny know that
8 the designs that are submitted by any artist are
9 original?

10 A. Well, you know, we -- we don't always
11 know that. And we have on occasion not worked with
12 artists who have submitted work that we thought was
13 questionable. But of the artists we work with, we
14 have a lot of faith that it's all original content.
15 We know the tattoo industry very well. We know what
16 everybody's producing across the board, and you know,
17 we also keep an eye on other popular culture, so we
18 see what comes through. And if anything ever looks
19 questionable, the artist we won't work with.

20 Q. Does Tattoo Johnny review designs before
21 they're actually uploaded?

22 A. Yes.

23 Q. Okay. And can you describe for me a
24 little more that review process?

25 A. Yeah. You know, the designs all have to

1 be keyworded for search. And this is when they're --
2 you know, sort of the last step of quality control to
3 make sure the line art looks good, and to make sure
4 even the files upload into the system properly so
5 that the customer isn't going to get some buggy JPEG,
6 that they get a clean usable English file, and they
7 get tagged with keywords and approved for download.

8 Q. When they're approved for download, you
9 said sometimes you look for questionable designs?

10 A. Not so much in that process. When
11 artists submit their work to us, you know, we're
12 looking for unique talent. We're looking for artists
13 that bring something special to the table, and so we
14 receive far more submissions than we could ever put
15 in the website, and so we are sifting through what
16 comes in, looking for people who have their own
17 natural ability to generate original content. Those
18 are the only people we have any interest in working
19 with. So if somebody appears to be submitting
20 designs that are not -- that are not original, or if
21 they're derivative, then we're not really interested.
22 Those aren't the people we work with. We basically
23 kind of like to believe we represent the cream of the
24 crop out there.

25 Q. How would you know that any particular

1 design was not original or derivative?

2 A. Well, it's certainly possible that a
3 specific design could slip through. We've certainly
4 stopped -- not all the artists understand, so we have
5 had an artist submit artwork that maybe he did a
6 Superman logo, because, you know, in his tattoo
7 studio, he might tattoo that on somebody. That's not
8 our concern. But when it comes in to Tattoo Johnny,
9 if we see anything like that, we explain to them why
10 we can't use that.

11 Q. Okay. Has Tattoo Johnny ever received
12 any complaint from any artist that a piece of artwork
13 available, or a tattoo design available has been
14 copied from them?

15 A. No.

16 Q. Other than the documents that you
17 provided to us, that Tattoo Johnny provided to
18 defendants, do you have any other records that
19 indicate the efforts that we're going through to
20 develop these designs?

21 A. Not other than what was provided, no.

22 Q. Okay. Let's turn back to the eagle
23 here.

24 You said that this was designed by
25 Andrea and Ale. Is that correct?

1 tattoo, I would imagine so.

2 Q. Okay. How about to anyone -- strike
3 that.

4 Has Tattoo Johnny licensed any of the
5 copyrights in suit for use on T-shirts?

6 A. You know, that's a bit of a debate. The
7 eagle is certainly an image we had every intention of
8 using on T-shirts. And we don't want to be accused
9 of plagiarism, so I'm not sure what's going to happen
10 with that.

11 Q. Can you describe for me what you meant
12 by you intended on using? You intended on using the
13 eagle on T-shirts?

14 A. Absolutely. It's perfect for T-shirts.

15 Q. Okay. Did you actually have any license
16 agreements with any entity for placing the eagle on a
17 T-shirt?

18 A. We art direct a lot of our licenses, so
19 they don't necessarily come in with specific requests
20 for specific work. People look to Tattoo Johnny if
21 they're going to do a line of T-shirts to art direct
22 the line of T-shirts, because we know our inventory
23 and we know our artists, and we know what sells. So
24 with a T-shirt license, for example, we're going to
25 go through our artwork and hand pick our favorite

1 it was to perhaps come up with artwork themselves.
2 And so this was just to let him know that we would be
3 contacting through channels -- if I don't hear from
4 you, I was trying to let them know diplomatically
5 that I would be contacting the company, and that this
6 was going to be a discussion that we need to make
7 sure was pursued.

8 Q. Okay. So then you did speak to him on
9 the phone?

10 A. I absolutely spoke to him on the phone.

11 Q. And what did he tell you?

12 A. He told me first that he assumed that --
13 at first he was very defensive, and he said, "Well,
14 if I bought it, can't I use it for whatever I want?"

15 I get the impression, you know, he was
16 under the impression that when you buy something, you
17 could use it. Perhaps like you buy a record album,
18 people are under the impression that they could
19 resell it.

20 We see that a lot in tattoo with our
21 published designs. People will buy a set of designs
22 from us and they'll say, "Well, I bought it," and
23 then they want to copy it and sell it to other people
24 and they think they can do that because they think
25 they own it. You know, there's a lot of nuance to

1 Q. Okay. The skull that's in the middle
2 there, does that appear, from what you can make of
3 the image, to be the skull design?

4 A. It appears to be, yes.

5 Q. Okay. Did Tattoo Johnny give KingPin
6 Tattoo Supply a license to sell these designs?

7 A. No.

8 Q. Did Tattoo Johnny give a license to
9 Damien Friesz to sell these designs?

10 A. Give Damien Friesz a license? With
11 almost all of our artists, we do have an
12 understanding that they're allowed to sell their own
13 work.

14 Q. Would that be written at all in the
15 assignment agreement with Damien Friesz?

16 A. No.

17 Q. It's a verbal understanding?

18 A. Yeah.

19 Q. This website seems to indicate that this
20 skull flash set was available in 2006. Do you have
21 any reason to believe that that is incorrect?

22 A. No.

23 Q. Is it possible that Damien Friesz
24 created this skull design in 2006 and has been
25 selling it since then?

1 A. Certainly.

2 Q. Okay.

3 (Exhibit Boltt 10, KingPin Tattoo
4 Supply, Damien Friesz Roses Flash Set # 1, 2 pages
5 was received and marked for identification.)

6 Q. This is another printout, screenshot
7 from KingPin Tattoo Supply. And it's titled "Damien
8 Friesz Roses Flash Set Number 1."

9 Have you ever seen this website before?

10 A. No.

11 Q. Did -- if you look at the five panels of
12 tattoo designs that are here, the bottom left-hand
13 corner, does the center design appear to be the knife
14 and rose design that's the subject of this
15 litigation?

16 A. Yes, it does.

17 Q. Did Tattoo Johnny give KingPin Tattoo
18 Supply a license to sell this design?

19 A. No.

20 Q. Did Tattoo Johnny give Damien Friesz a
21 license to sell this design?

22 A. We have a verbal understanding with most
23 of our artists that they have the right to continue
24 selling their own work.

25 Q. Okay. To the best of your knowledge,

EXHIBIT D



Master Licensing Agreement

This Master Licensing Agreement (this "Agreement") is made on this 19th day of May, 2008 ("Effective Date"), by and between Tattoo Johnny, Inc. a New Jersey Corporation ("Licensor"), whose address is 1510 Highway 74 N, #216, Tyrone, GA 30290 and BeeZeeTees, Inc. ("Licensee"),

WHEREAS, Licensor is the owner and/or authorized licensor of certain designs described on Schedule A attached hereto (each a "Work" and collectively, the "Works"), all as more particularly set forth herein:

WHEREAS, Licensee desires an exclusive license with respect to the Works to be produced by Licensee on the products described on Schedule B (collectively, the "Goods");

WHEREAS, Licensee will be selling the Goods through approved retailers ("Retailers") throughout the United States, its territories and Canada (collectively, the "Territory"); and

WHEREAS, Licensee also desires to use Licensor's trademarks described on Schedule C attached hereto (the "Trademarks") on the Goods incorporating reproductions of the Works.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. **Grant of License.** During the Term defined below, and provided that Licensee complies with all the terms and conditions hereof, Licensee shall have the exclusive right throughout the Territory to reproduce the Works on the Goods and to reproduce and use the Trademarks on such Goods incorporating reproductions of the Works (the "License"). However, in order to prevent public confusion, Licensee shall not distribute the Goods incorporating reproductions of the Works in such a manner as to cause the Goods to be sold outside the Territory. Any and all rights in and to the Works and Trademarks not expressly granted to Licensee are hereby reserved by Licensor.

2. **The Term and Termination.**

(a) *Term.*

(b) *Termination.*

REDACTED

i.

REDACTED

ii.

(c) *Effect of Termination.*

REDACTED

3. *Artwork.*

REDACTED

4. *Distribution Channels.*

REDACTED

5. *Royalties/Other Payments.*

REDACTED

REDACTED

6. Payment; Statements of Account; Books and Records.

:

(a)

(b)

(c)

(d)

REDACTED

7. Exclusivity.

(a) *Exclusivity for the Goods.*

REDACTED

(b) *Exclusivity Threshold.*

REDACTED

(c) *Non-exclusivity.*

8. Confidential Information.

REDACTED

9. Quality Control.

REDACTED

10. Branding.

REDACTED

11. Approval of Goods.

REDACTED

12. Marketing Commitment.

REDACTED

13. Insurance.

REDACTED

14. Representations and Warranties of Licensor.

(a)

(b)

REDACTED

(c)

15. Disclaimer of Warranties.

REDACTED

16. Acknowledgments by Licensee.

REDACTED

17. Conditions.

REDACTED

18. Indemnification.

(a)

REDACTED

(b)

REDACTED

19. Force Majeure.

REDACTED

20. Assignment.

21. Intellectual Property Rights. Licensee shall give prompt notice to Licensor of all actual or suspected violations of Licensor's rights in the Works and in the Trademarks occurring in the Territory. Thereafter, Licensor shall consult with Licensee regarding what measures, if any, should be undertaken to enforce Licensor's rights in the Territory. Licensor shall have the right to enforce throughout the Territory, in its own name or that of Licensee, all rights to the Works and Trademarks. In the event that Licensor decides not to pursue action against an alleged infringer, Licensee shall have the right to do so (at Licensee's sole cost and expense), unless pursuit of such an action would reasonably be expected to have a negative impact on Licensor's business (for example, suit against an important retail partner of Licensor). Licensor shall assist Licensee in any manner reasonably requested in any such action or proceeding. The expenses for such action or proceeding by Licensee will be borne exclusively by Licensee and any recovery shall be retained by Licensee; provided, however, in the event that the reason for such action or proceeding is due to Licensor's actions or breach of its representation or warranties, then the cost of such action or proceeding shall be paid for by Licensor.

22. Promotion.

23. Notices.

REDACTED

24. General Provisions.

(a) *Independent Contractor.*

REDACTED

(b) *Choice of Law.*

REDACTED

(c) *Successor Obligation.* This Agreement shall bind and inure to the benefit of the heirs, successors, assigns and personal representatives of the parties hereto.

(d) *Survivability.* Sections 2(c), 3, 5, 6, 8, 14, 15, 16, 18, 20 and 21 shall survive termination of this Agreement.

(e) *Enforceability.* If any term or provision of this Agreement is illegal or unenforceable, then, nonetheless, this Agreement shall remain in full force and effect and such term or provision shall be deemed deleted or curtailed to such extent as is necessary to make it legal or enforceable.

(f) *Entire Agreement.* This Agreement represents the complete understanding between the parties as to its subject matter and supersedes all prior understandings, if any, as to its subject matter.

(g) *Amendment.* No modification or amendment, nor any promise, waiver or representation (past, present or future) shall be valid or binding unless made in writing and signed by the party to be bound thereby.

(h) *Legal Representation.* Each party acknowledges that it has had an opportunity to consult with legal counsel of their choosing in the negotiation and execution of this Agreement.

(i) *Confidentiality of Agreement.* Except as required by law, both parties hereby agree to keep confidential the terms of this Agreement and this obligation shall survive the Term.

IN WITNESS WHEREOF, intending to be legally bound, the parties hereby execute this Agreement as of the Effective Date.

LICENSOR:

Tattoo Johnny, Inc.,

By: 

Name: DAVID BOLT

Title: OWNER

LICENSEE:

Bee Zee Tees

By: 

Name: Peter J. Drankov

Title: MANAGER

SCHEDULE A
(Works)

Tattoo Johnny branded artwork

SCHEDULE B
(Goods)

Children's Apparel: Infant creepers (onesies), toddler
Adult Apparel: Mens. jrs. tees, sweats, and imprinted tops
Accessories: Stickers, decals, pens etc. (non-exclusive)

SCHEDULE C

(Trademarks)

©2007 Tattoo Johnny, Inc. all rights reserved.

SCHEDULE D
(Approved Channels)

REDACTED

EXHIBIT E

COPYRIGHT ASSIGNMENT AND WORK MADE FOR HIRE AGREEMENT

This Copyright Assignment and Work Made For Hire Agreement ("Agreement") is made this twenty-sixth day of February 2008 between Tattoo Johnny, Inc., a New Jersey corporation, with a principal place of business located at 1510 Highway 74N - #216, Tyrone, GA 30290 (the "Company"), and Andrea Alvarez ("Andrea") and Alejandro Alvarez ("Ale") (collectively Andrea and Ale shall be referred to as "Artists"). This Agreement applies to the Artists, whether or not under a written contract, including but not limited to whether as a (a) full-time, part-time and temporary employee; (b) independent contractor; (c) or consultant (the term "employment" shall refer to any services provided by Artists to or on behalf of Company, irrespective of whether Artists are independent contractor or directly employed by Company; however, nothing in this Agreement shall be construed to create any employer/employee relationship with any individual or entity with the Company, no matter whether that person is considered an employee or a contractor).

1. Ownership of Intellectual Property. Artists agree that all Intellectual Property (as defined below) created by Artists and submitted to the Company, were created by Artists with the understanding that they be considered works made for hire under United States Copyright Act. For purposes of this Agreement, "Intellectual Property" shall refer to any and all works and designs created by Artists and submitted to Tattoo Johnny in any medium existing today or hereinafter created. Artists acknowledge that all such Intellectual Property developed or conceived by Artists and submitted to Company, whether or not finalized or developed to a point of commercial marketability, whether made by Artists alone or jointly, shall be works made for hire under the United States Copyright Act, and as such, shall be the property of the Company from the date of their conception, whether or not patent or copyright applications are filed with respect thereto. To the extent that any Intellectual Property prepared by Artists and submitted to the Company is not considered works made for hire, Artists agrees to, and do hereby, irrevocably and unconditionally assign the copyright, patent or registered design, and all Intellectual Property and rights in it and them to the Company. Moreover, Artists will take whatever actions may be reasonably required of the Artists by the Company to vest ownership in the Company and to perfect such right (including the preparation and execution of patent, copyright or registered design applications with respect to Intellectual Property). Artists waive any and all rights in the Intellectual Property and assign such rights to the Company.

2. Warranties. Artists warrant that he/she has the full right, power and authority to assign and transfer all of the Rights, title and interest in and to the Intellectual Property.

3. Entire Agreement

The parties agree that this Agreement is the complete and exclusive statement of agreement between the parties with respect to the subject matter hereof and supersedes and merges all prior understandings and all other agreements, whether oral or written.

4. No Waiver

No omission or delay by either party at any time to enforce any right or remedy reserved to it, or to require performance of any other terms, covenants or provisions under this Agreement shall be a waiver of any such right or remedy.

5. Severability

If any one or more provisions of this Agreement is declared invalid or unenforceable, the same shall not affect the validity or enforceability of any other provision of this Agreement if the essence of the parties' agreement is retained, and such invalid or unenforceable provision shall be limited or curtailed only to the extent necessary to make such provision valid and enforceable.

6. Facsimile Execution. Facsimile signatures shall be deemed originals for the purposes of this Agreement, and it may be signed and enforced in counterparts.

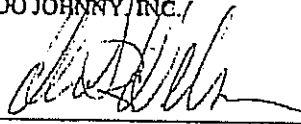
7. Survival

The terms of Sections 1 and 2 will survive termination of this Agreement.

BY SIGNING BELOW ARTISTS REPRESENT THAT HE/SHE HAS READ THE FULL AND COMPLETE TERMS OF THIS AGREEMENT AND AGREES TO BE BOUND BY SUCH TERMS. ANY PERSON SIGNING ON BEHALF OF ANY BUSINESS ENTITY WARRANTS AND REPRESENTS THAT HE/SHE HAS FULL AUTHORITY TO BIND THE ENTITY TO THIS AGREEMENT BY HIS/HER SIGNATURE, WITHOUT FURTHER ACTION TAKEN BY THE BUSINESS ENTITY.

TATTOO JOHNNY, INC./

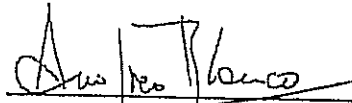
Dated: 2/27/08

By: 

Mark Nelson, President

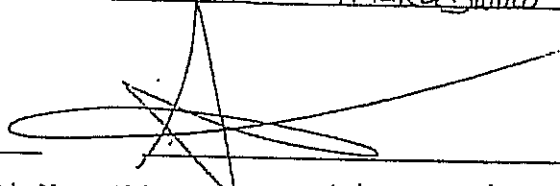
ARTISTS:

Dated: feb-26-2008

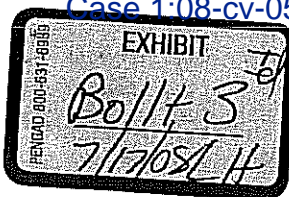


Print Name: Andrea Blanco Andrea Blanco

Dated: feb-26-2008



Print Name: Alejandro Alvarez Alejandro Alvarez



Grant of Copyright Rights Agreement

This Grant of Copyright Rights Agreement ("Agreement") by and between Tattoo Johnny, Inc. ("Tattoo Johnny"), a New Jersey corporation with offices located at 1510 Highway 70 N, #210, Tyrone, GA 30290, and Damien Eliaz ("Grantor") memorializes Grantor's grant to Tattoo Johnny of certain copyright rights as set forth herein. The parties, intending to be legally bound, agree as follows:

WHEREAS, Grantor desired to, and did, grant his rights in and to the Work(s), as set forth herein, to Tattoo Johnny, and Tattoo Johnny desired to, and did, accept the grant of such rights to the Work(s) pursuant to the terms and conditions of this Agreement

NOW, THEREFORE, in consideration of the foregoing, and the respective covenants and agreements set forth herein, Grantor and Tattoo Johnny agree as follows, intending to be legally bound hereby:

1. Grant of Copyright Rights

All rights, title and interest, including but not limited to, the right to republish in written or electronic format, reproduce, compile, modify, create derivative works from, distribute and display (the "Rights") in all written or printed materials, whether in print or in electronic format, all film or video of any form or format, diagrams, text (in whatever manner it is stored), graphics, and all documentation, as depicted in Exhibits A, B, C, D, and E hereto (hereinafter and hereinafter the "Work(s)"), are and shall remain the sole and exclusive property of Tattoo Johnny or the property of such person/entity as is designated by Tattoo Johnny. These Rights include, but are not limited to, all rights under the federal copyright and trademark laws. Grantor agrees to take all reasonable steps, as requested by Tattoo Johnny and at Tattoo Johnny's expense, to perfect title in such Work(s).

2. Release

Grantor on his/her own behalf, and on behalf of all of Grantor's successors, assigns, agents, representatives and beneficiaries, do hereby release Tattoo Johnny and its successors, assigns, agents, representatives, officers, directors, employees and heirs from any and all Claims, as defined herein, and causes of action of whatever nature, kind and description, whether or not heretofore known, suspected or asserted, accrued or unaccrued, contingent or otherwise, in federal or state law or equity or common law, arising out of or related to the Work(s) and the rights granted to Tattoo Johnny pursuant to this Agreement. As used herein, "Claim(s)" shall mean any demand, claim, suit, request for relief, action or forbearance of any kind, including but not limited to any harm, injury or damage or violation or need for remedy of any kind, and/or any other claim, demand, or cause of action, which arose or could have arose out of, or in any way was or is connected with the Work(s) or the rights granted to Tattoo Johnny pursuant to this Agreement. This releases all Claims, including those of which Grantor is not aware and those not mentioned in this Release. This Release applies to all Claims resulting from anything which has happened up to now.

3. Compensation

Grantor and Tattoo Johnny hereby agree that the parties will enter into a separate agreement specifying the adequate consideration for the assignment of the Work(s) granted herein.

4. Warranties

Grantor warrants that he/she has the full right, power and authority to assign and transfer all of the Rights, title and interest in and to the Work(s).

5. Entire Agreement

The parties agree that this Agreement is the complete and exclusive statement of agreement between the parties with respect to the subject matter hereof and supersedes and merges all prior understandings and all other agreements, whether oral or written.

6. No Waiver

No omission or delay by either party at any time to enforce any right or remedy reserved to it, or to require performance of any other terms, covenants or provisions under this Agreement shall be a waiver of any such right or remedy.

7. Severability

If any one or more provisions of this Agreement is declared invalid or unenforceable, the same shall not affect the validity or enforceability of any other provision of this Agreement if the essence of the parties' agreement is retained, and

000013

such invalid or unenforceable provision shall be limited or curtailed only to the extent necessary to make such provision valid and enforceable.

9. Survival

The terms of Sections 1, 2, and 4 will survive termination of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date specified above.

GRANTOR

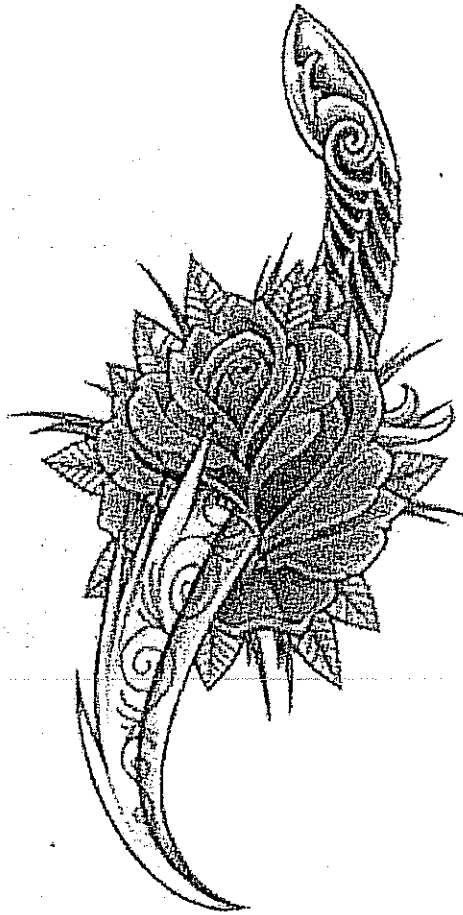
Tattoo Legends, Inc.

By: *Damien Friesz*
Name: Damien Friesz
Date: 2-29-08

By: *Mark Nelson*
Name: Mark Nelson
Title: President
Date: 2/27/08

000014

EXHIBIT A



Copyright © 2007 J. B. 2007
All rights reserved.

000015

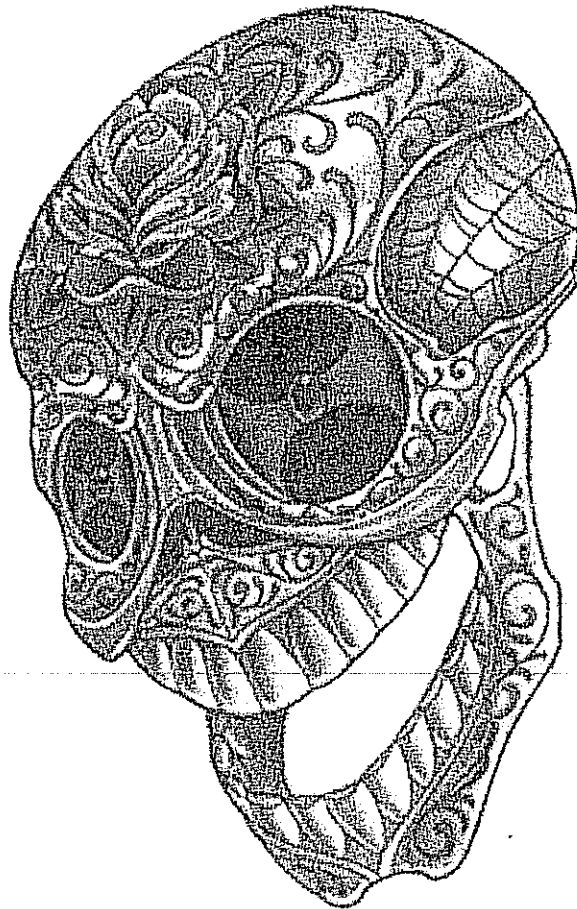
EXHIBIT B



Copyright 2007. For the purpose of this document, the skull is a trademark of the artist.

000016

EXHIBIT C



Copyright © 2008 by [illegible]
All rights reserved.

000017

EXHIBIT D



Copyright © 2008 by the American Bar Association
All Rights Reserved

000018



Grant of Copyright Rights Agreement

This Grant of Copyright Rights Agreement ("Agreement") by and between Tattoo Johnny, Inc. ("Tattoo Johnny"), a New Jersey corporation with offices located at 1510 Highway 74 N, #216, Tyrone, GA 30290, and Damien Friesz ("Grantor") memorializes Grantor's grant to Tattoo Johnny of certain copyright rights as set forth herein. The parties, intending to be legally bound, agree as follows:

WHEREAS, Grantor desired to, and did, grant his rights in and to the Work(s), as set forth herein, to Tattoo Johnny, and Tattoo Johnny desired to, and did, accept the grant of such rights to the Work(s) pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing, and the respective covenants and agreements set forth herein, Grantor and Tattoo Johnny agree as follows, intending to be legally bound hereby:

1. Grant of Copyright Rights

All rights, title and interest, including, but not limited to, the right to republish in written or electronic format, reproduce, compile, modify, create derivative works from, distribute and display (the "Rights") in all written or textual materials, whether in print or in electronic format, all film or video of any form or format, diagrams, text (in whatever manner it is stored), graphics, and all documentation, as depicted in Exhibits A, B, C, D, and E hereto (hereinbefore and hereinafter the "Work(s)"), are and shall remain the sole and exclusive property of Tattoo Johnny or the property of such person/entity as is designated by Tattoo Johnny. These Rights include, but are not limited to, all rights under the federal copyright and trademark laws. Grantor agrees to take all reasonable steps, as requested by Tattoo Johnny and at Tattoo Johnny's expense, to perfect title in such Work(s).

2. Release

Grantor on his/her own behalf, and on behalf of all of Grantor's successors, assigns, agents, representatives and beneficiaries, do hereby release Tattoo Johnny and its successors, assigns, agents, representatives, officers, directors, employees and heirs from any and all Claims, as defined hereon, and causes of action of whatever nature, kind and description, whether or not heretofore known, suspected or asserted, accrued or unaccrued, contingent or otherwise, in federal or state law or equity or common law, arising out of or related to the Work(s) and the rights granted to Tattoo Johnny pursuant to this Agreement. As used herein, "Claim(s)" shall mean any demand, claim, suit, request for relief, action or forbearance of any kind, including but not limited to any harm, injury or damage or violation or need for remedy of any kind, and/or any other claim, demand, or cause of action, which arose or could have arose out of, or in any way was or is connected with the Work(s) or the rights granted to Tattoo Johnny pursuant to this Agreement. This releases all Claims, including those of which Grantor is not aware and those not mentioned in this Release. This Release applies to all Claims resulting from anything which has happened up to now.

3. Compensation

Grantor and Tattoo Johnny hereby agree that the parties will enter into a separate agreement specifying the adequate consideration for the assignment of the Work(s) granted herein.

4. Warranties

Grantor warrants that he/she has the full right, power and authority to assign and transfer all of the Rights, title and interest in and to the Work(s).

5. Entire Agreement

The parties agree that this Agreement is the complete and exclusive statement of agreement between the parties with respect to the subject matter hereof and supersedes and merges all prior understandings and all other agreements, whether oral or written.

6. No Waiver

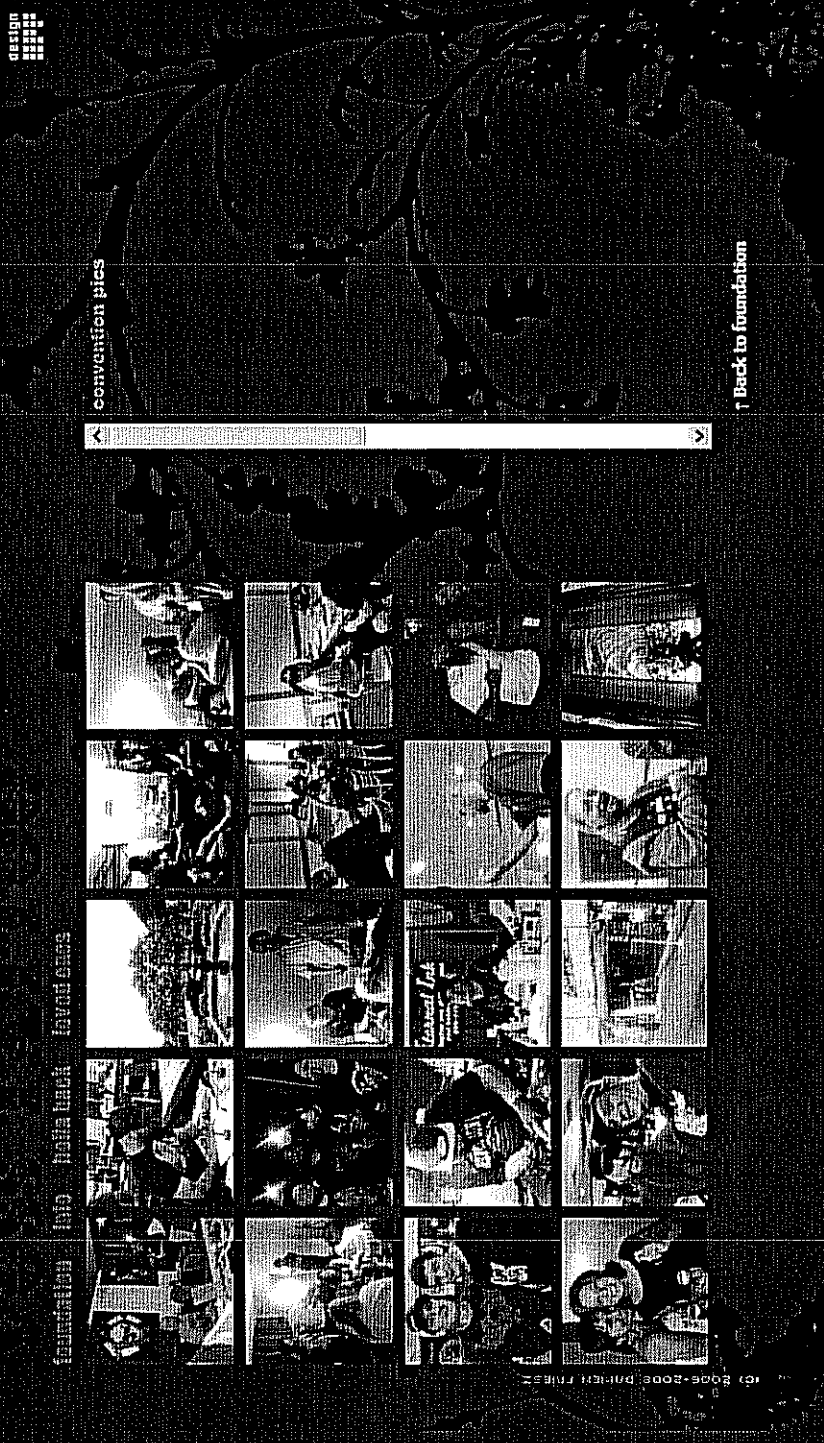
No omission or delay by either party at any time to enforce any right or remedy reserved to it, or to require performance of any other terms, covenants or provisions under this Agreement shall be a waiver of any such right or remedy.

7. Severability

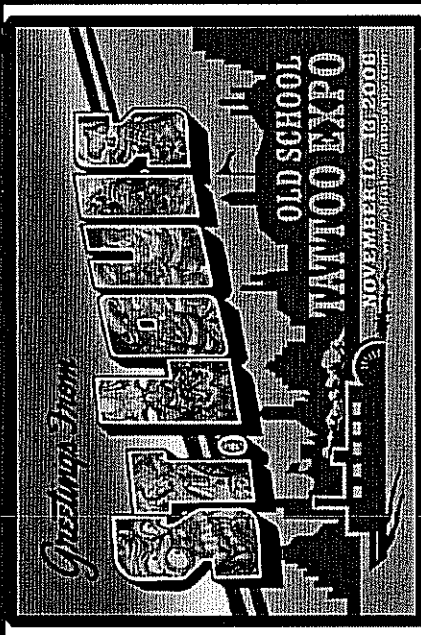
If any one or more provisions of this Agreement is declared invalid or unenforceable, the same shall not affect the validity or enforceability of any other provision of this Agreement if the essence of the parties' agreement is retained, and

000032

EXHIBIT F



foundation info background inventory



design

Untitled
2007

↑ Back to conventions
← Previous
→ Next

design

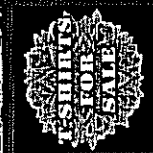
Allen arts tattoo is located in the heart of beautiful historic downtown Savannah.

Allen arts is the oldest studio downtown offering full custom, unique, fine tattooing, and a huge assortment of ready made tattoo art to choose from.

Damien and artist Jimmy both strive to do the best work around and our history proves just that. Come see us and get the quality you deserve...

This year we are attending well over a dozen tattoo conventions around the world and will be travelling alot so check out our convention schedual.

Appointments can be made over the phone during hours of operation.. We are open .. Monday and Thursday 2pm - 9 pm Friday and Saturday 2pm - 11pm



Life - Italia back - 1000000000

1000000000

Find Result - 17 USCA 5 401

VOSS Tattoo

X

VOSS Tattoo

VOSS Tattoo

VOSS Tattoo

VOSS Tattoo

VOSS Tattoo

VOSS Tattoo

VOSS Tattoo

VOSS Tattoo

VOSS Tattoo

Internet

Internet

Internet

Internet

Internet

Internet

Internet

Internet

Internet

Internet

Internet

Internet

Internet

Foundation

Info Home Back Forward Stop

blackbirdwings
my fine art site

tattoo johnny
huge flash art company, they have a bunch of my stuff available

www.aliquidskin.com

kingpin
one of the great companies that carry my products...

alienartstattoo.com
www.skinu.com
tattoo designs for the public

jimmy butchers site
evian tattoo convention
um the gonna be so fun...omg lol
lady luck tattoo convention
shot a man in reno...

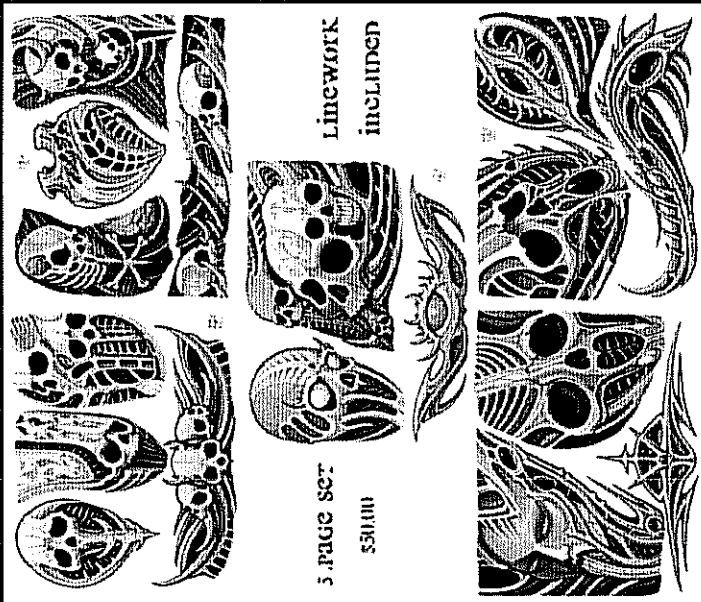
101 2004-2005 BRUNCH PRICES

design





Home Work In Progress



Biomech set 07

2887

serjio

11b714

\$55

\$5 bucks includes shipping in the us, for anywhere else add 5 more to the bill. ya heard

Back to Tattoo Flash For Sale

Previous

Next

EXHIBIT G

EXHIBIT H

EXHIBIT L

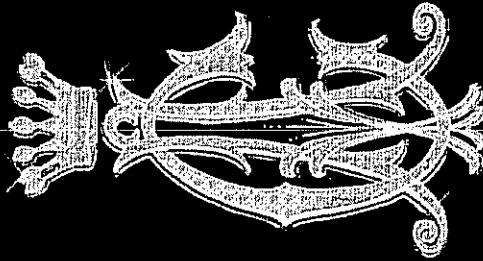


Plaintiff's Rose



Defendants' Infringing Rose in Eye of Skull

EXHIBIT M

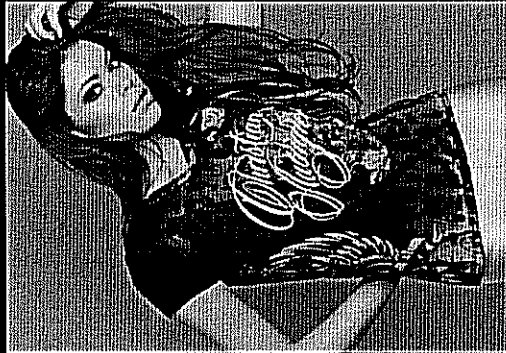


CHRISTIAN AUDIGIER

THE LIFESTYLE BIO OUR STORES CAMPAIGN

Home > Womens Clothing > Tees >

NEW "VIF Eagle" Women's S/S Platinum Rhinestone Tee in Green



"VIF Eagle" Women's S/S Platinum Rhinestone Tee

☐ Larger Photo ☒ Email a Friend

Alternative Views:



100% Cotton
Machine Wash
Made in the USA

Our Price: \$165.00

Product Code: M-47-BBYBBQEC

Choose your options...

size : First, Select choose a size

WOMENS

Short Sleeve Tees

Long Sleeve Tees

Hoodies

Tanks

Dresses

Bottoms

Swimwear

Wallets

Shoes

MENS

COUTURE

ACCESSORIES

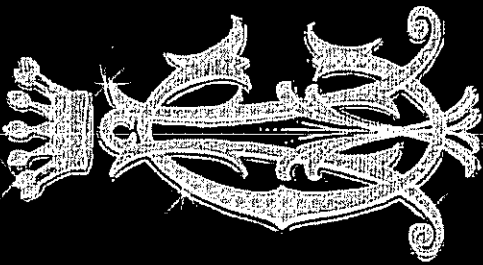
NEW ARRIVALS

SALE

GO

Features

"Gesha" Women's All Over Print Tee Blue Our Price: \$165.00 <input type="button" value="Add"/>	"Panther" Women's All Over Print Tee Blue Our Price: \$165.00 <input type="button" value="Add"/>	"Leopard" Women's Multi Print Tee Winter White Our Price: \$143.00 <input type="button" value="Add"/>	"Forever" S/S Multi Print Tee in Black Our Price: \$143.00 <input type="button" value="Add"/>
--	--	---	---

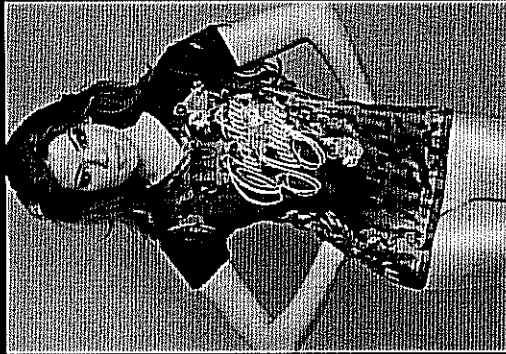


CHRISTIAN AUDIGIER

THE LIFESTYLE BIO OUR STORES CAMPAIGN

Home > Womens Clothing > Tees >

NEW "VIF Eagle" Women's S/S Platinum Rhinestone Tee in Orange



"VIF Eagle" Women's S/S Platinum Rhinestone Tee in Orange

☐ Larger photo ☒ Email a friend

Alternative Views:



WOMENS

Short Sleeve Tees

Long Sleeve Tees

Hoodies

Tanks

Dresses

Bottoms

Swimwear

Wallets

Shoes

MENS

COUTURE

ACCESSORIES

NEW ARRIVALS

SALE

GO

100% Cotton
Machine Wash
Made in the USA

Our Price: \$157.00

Product Code: L-14_BBYBBQEC

Choose your options...

size : ☐ First, Select choose a size

Features

"Henna" Women's All Over
Print Tee Blue
Our Price: \$165.00



"Heart Break" Women's
Rhinestone Logo Tee Black
Our Price: \$176.00

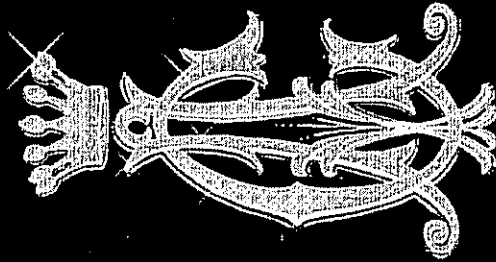


"Blessed" Logo Rhinestone
Tee Winter White
Sale Price: \$105.60



"Chalice" Women's All Over
Print Tee Lavender
Sale Price: \$132.99





CHRISTIAN AUDIGIER

THE LIFESTYLE BIO OUR STORES CAMPAIGN

Home > Womens Clothing > Tees >

NEW! "VIF Eagle" Women's S/S Platinum Rhinestone Tee in Orange



"VIF Eagle" Women's S/S Platinum Rhinestone Tee in Orange

☐ Larger Photo ☒ Email a Friend

Alternative Views:



100% Cotton
Machine Wash
Made in the USA

Our Price: \$132.99

Product Code: L-14_BSYBBQEC

Choose your options:

size : First, Select choose a size

WOMENS

Short Sleeve Tees
Long Sleeve Tees

Hoodies
Tanks
Dresses
Bottoms
Swimwear
Walets
Shoes

MENS
COUTURE
ACCESSORIES
NEW ARRIVALS
SALE

GO

Features

"Henna" Women's All Over
Print Tee Blue
Our Price: \$165.00

"Heart Break" Women's
Rhinestone Logo Tee Black
Our Price: \$176.00

"Blessed" Logo Rhinestone
Tee Winter White
Sale Price: \$105.60

"Chalice" Women's All Over
Print Tee Lavender
Sale Price: \$132.99

EXHIBIT I

6/14/2008 11:12 AM Sales Receipt #4802
Store: CAS

Christian Audigier

273 Lafayette street
NY, NY 10012

Bill To:

Jonas Seider

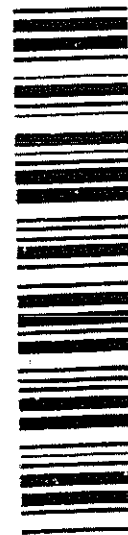
Cashier Rachel

Description 1	Qty	Price	Ext Price
B8CBADEC	1	\$145.00	\$145.00 T
WIW M			
B8CBFDSK	1	\$145.00	\$145.00 T
RED M			
		Subtotal	\$302.69
		Local Sales Tax	4.375 % Tax
		RECEIPT TOTAL:	\$302.69

Credit Card: \$302.69

Visa

NO REFUNDS - ALL SALES FINAL
STORE CREDIT & EXCHANGE WITHIN 14 DAYS
WITH RECEIPT AND COUPON ATTACHED
IN ORIGINAL CONDITION.
STORE CREDIT VALID FOR ONE YEAR ONLY.



4802

CHRISTIAN AUDIGIER
273 LAFAYETTE ST.
NEW YORK, NY 10012
212-966-3300

TERMINAL I.D.:

MERCHANT #:

SALE

CATCH: 000041

IMU: 1

TIME: 11:07:08

MONTH NO: 039523

TOTAL

\$302.69

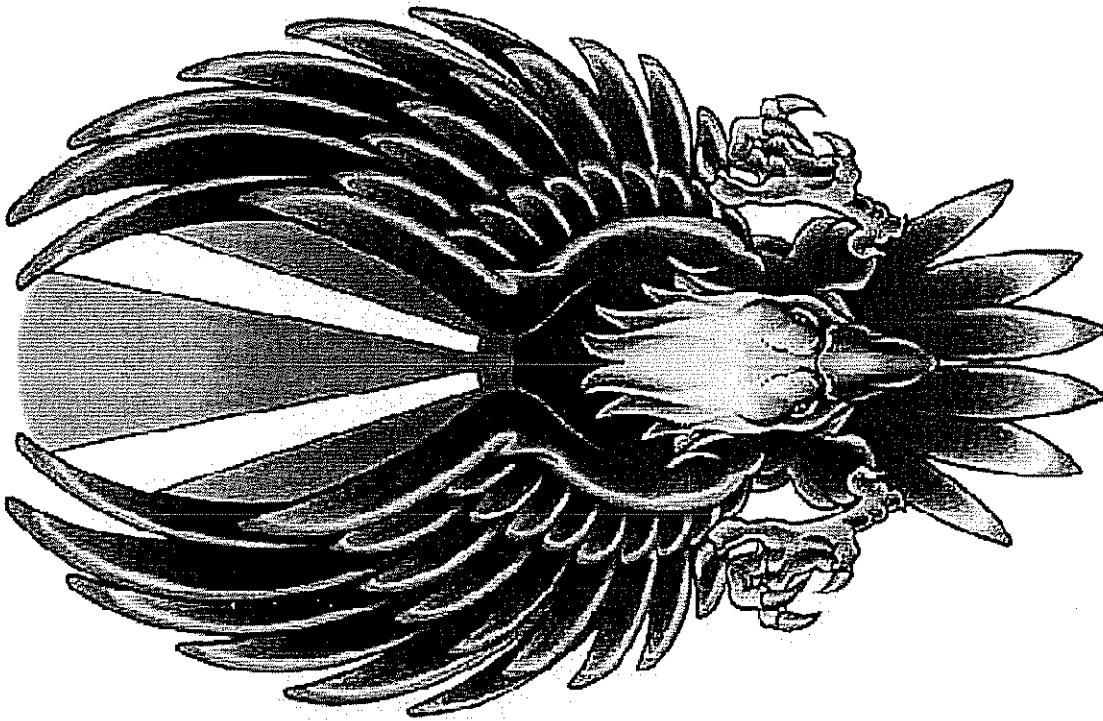
STOCK

I AGREE TO PAY ABOVE TOTAL AMOUNT
ACCORDING TO CARD ISSUER AGREEMENT
(MERCHANT AGREEMENT IF CREDIT VOUCHER)

CHRISTIAN AUDIGIER

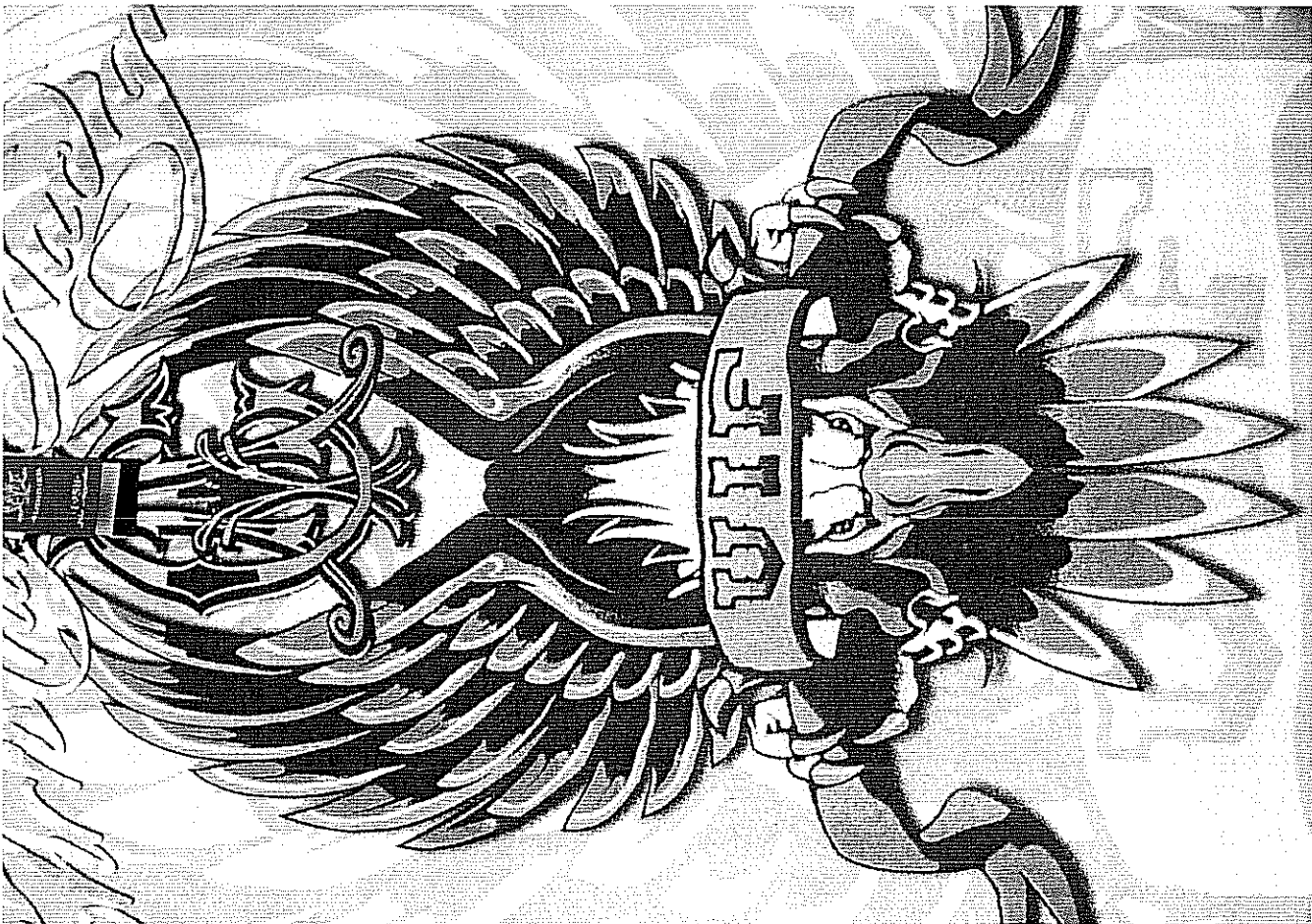
CUSTOMER COPY





Copyright 2007 TazooJohnny.com
Artwork by Andrea Ale

Plaintiff's Eagle



Defendants' Infringing Eagle

EXHIBIT J

6/14/2008 11:12 AM Sales Receipt #4802
Store: CAS

Christian Audigier

273 Lafayette street
NY, NY 10012

Bill To: Jonas Seider

Cashier: Rachel

Description 1	Qty	Price	Ext Price
B8CBADEC	1	\$145.00	\$145.00 T
W/W M			
B8CBFDSK	1	\$145.00	\$145.00 T
RED M			
Subtotal			\$302.69
Local Sales Tax	4.375 %	Tax	\$13.12
RECEIPT TOTAL:			\$302.69

Credit Card: \$302.69
Visa

NO REFUNDS - ALL SALES FINAL
STORE CREDIT & EXCHANGE WITHIN 14 DAYS
WITH RECEIPT AND COUPON ATTACHED
IN ORIGINAL CONDITION.
STORE CREDIT VALID FOR ONE YEAR ONLY.



4802

CHRISTIAN AUDIGIER
273 LAFAYETTE ST.
NEW YORK, NY 10012
212-966-3300

TERMINAL I.D.: 43433102

MERCHANT #: 001000010131002

UI SA

SALE

CATCH: 000041

DATE: JUN 14, 08

TIME: 11:07:48

MD: 039523

TIME: 11:07:48

TIME: 11:07:48

TIME: 11:07:48

TIME: 11:07:48

TIME: 11:07:48

TIME: 11:07:48

TIME: 11:07:48

TIME: 11:07:48

TIME: 11:07:48

TIME: 11:07:48

TIME: 11:07:48

TIME: 11:07:48

TIME: 11:07:48

TIME: 11:07:48

TIME: 11:07:48

TIME: 11:07:48

TIME: 11:07:48

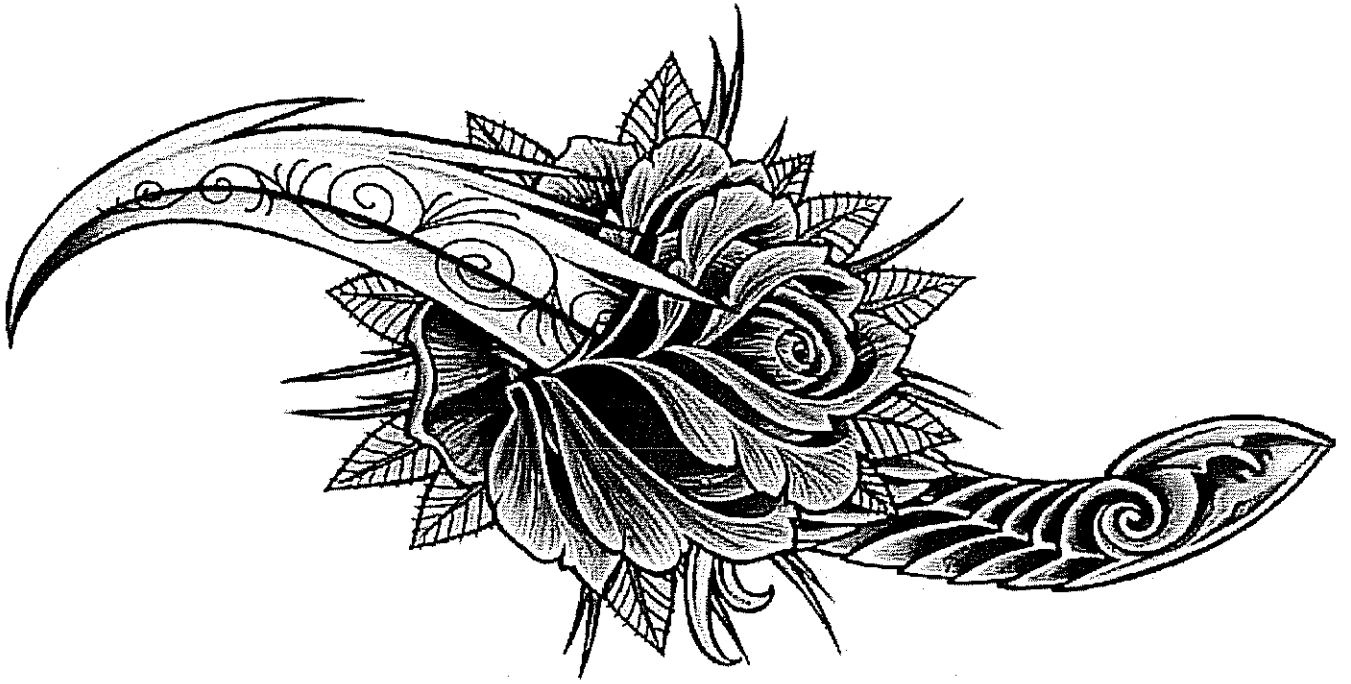
TIME: 11:07:48

TIME: 11:07:48

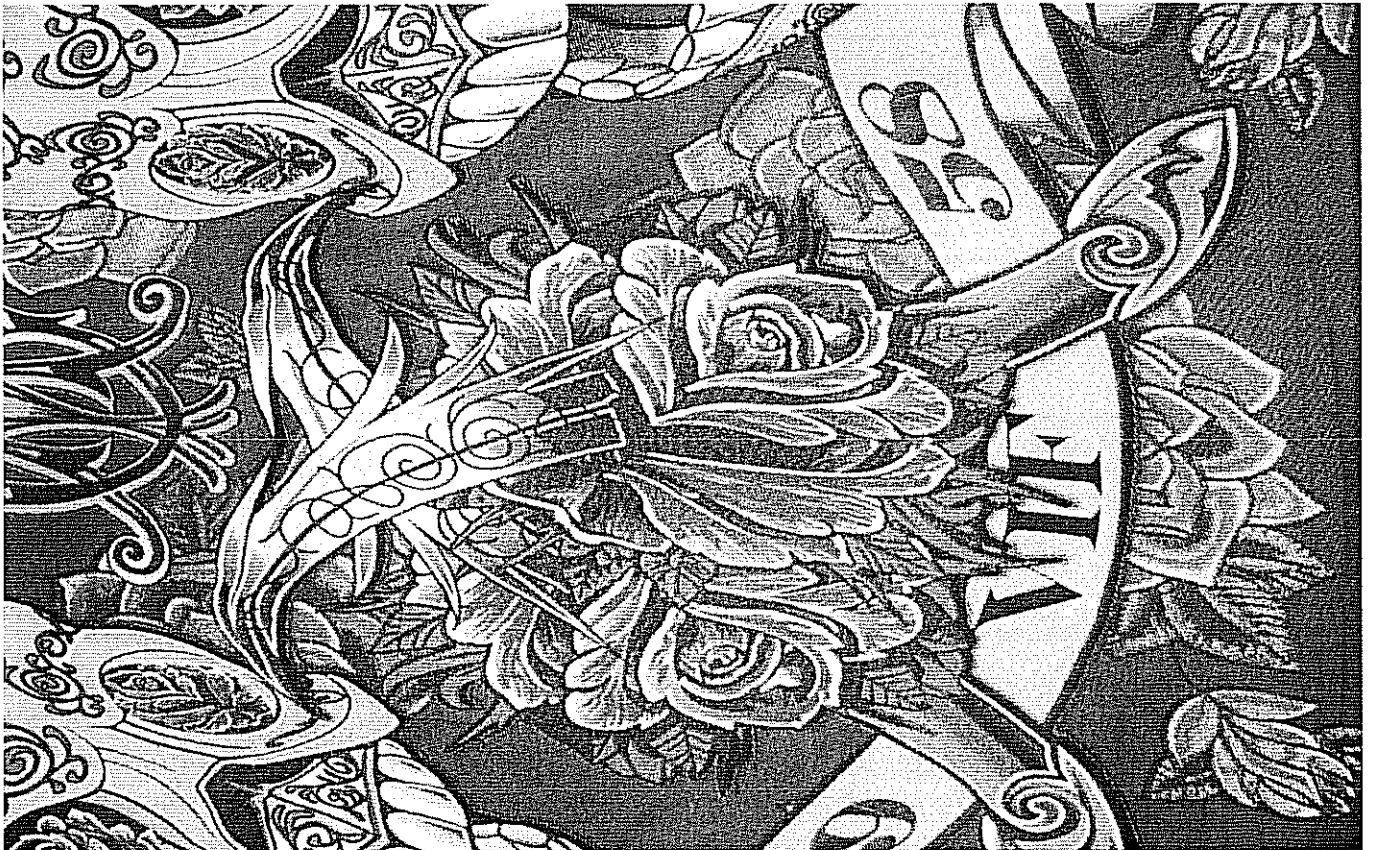
TIME: 11:07:48







Plaintiff's Knife + Rose



Defendants' Infringing Knife + Rose

EXHIBIT K

6/14/2008 11:12 AM Sales Receipt #4802
Store: CAS

Christian Audigier
273 Lafayette street
NY, NY 10012

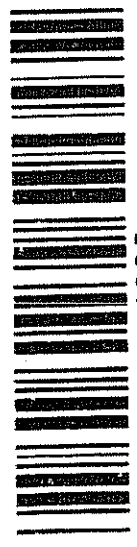
Bill To: Jonas Seider

Cashier Rachel

Description 1	Qty	Price	Ext Price
B8CBADCE	1	\$145.00	\$145.00 T
WIW M			
B8CBFDSK	1	\$145.00	\$145.00 T
RED M			
Subtotal			\$302.69
Local Sales Tax 4.375 % Tax			\$13.11
RECEIPT TOTAL:			\$302.69

Credit Card: \$302.69
Visa

NO REFUNDS - ALL SALES FINAL
STORE CREDIT & EXCHANGE WITHIN 14 DAYS
WITH RECEIPT AND COUPON ATTACHED
IN ORIGINAL CONDITION.
STORE CREDIT VALID FOR ONE YEAR ONLY.



4802

CHRISTIAN AUDIGIER
273 LAFAYETTE ST.
NEW YORK, NY 10012
212-966-3300

TERMINAL I.D.: 43433101

MERCHANT #: 081000010131000



SALE
CATCH: 000041

INV: 1

DATE: JUN 14, 08

TIME: 11:07:49

SALE NO: 039523

TOTAL \$302.69



VISOR

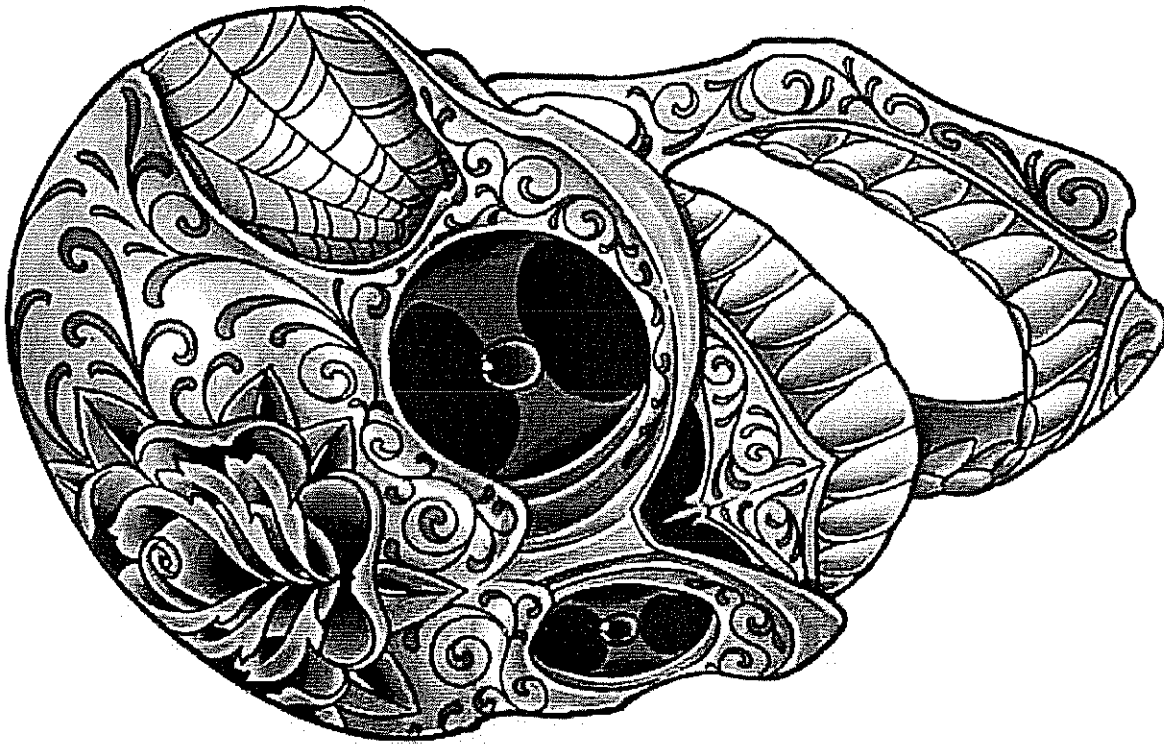
I AGREE TO PAY ABOVE TOTAL AMOUNT
ACCORDING TO CARD ISSUER AGREEMENT
(MERCHANT AGREEMENT IF CREDIT VOUCHER)

CHRISTIAN AUDIGIER

CUSTOMER COPY



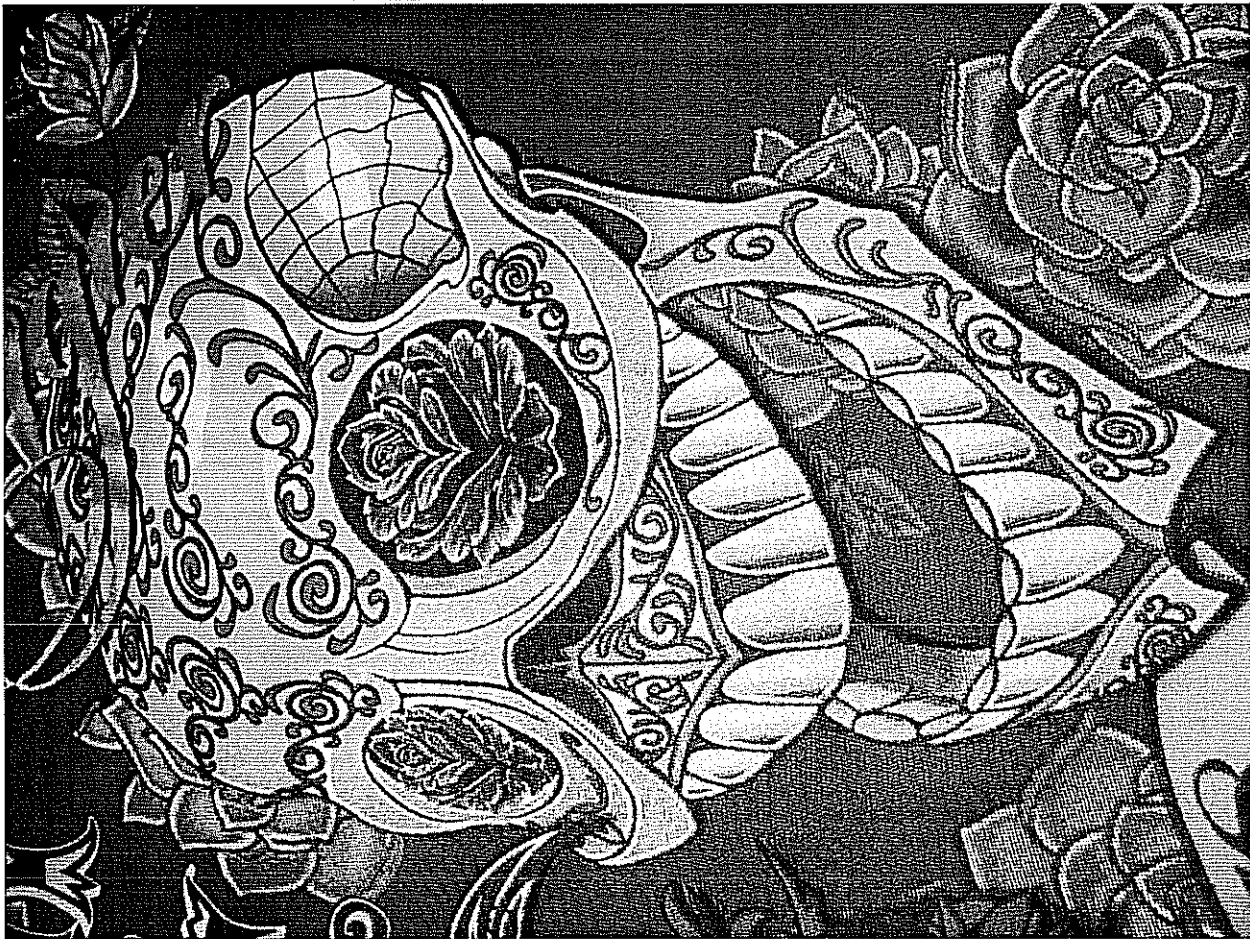




Copyright 2007 TattooJohany.com
Artwork by Damien Fiasz



Plaintiff's Skull



Defendants' Infringing Skull

7/26/2008 8:04 PM

Sales Receipt #5852

Store: CAS

Christian Audigier273 Lafayette street
NY, NY 10012

Bill To:

Seider

Cashier: AMINE

Description 1	Qty	Price	Ext Price
B8CBADHJ	1	\$145.00	\$145.00 T
BLK M			

Subtotal: \$145.00

Local Sales Tax 4.375 % Tax: + \$6.34

RECEIPT TOTAL: \$151.34

Credit Card: \$151.34

MasterCard

NO REFUNDS - ALL SALES FINAL
STORE CREDIT & EXCHANGE WITHIN 14 DAYS
WITH RECEIPT AND TAGS ATTACHED
IN ORIGINAL CONDITION.
STORE CREDIT VALID FOR ONE YEAR ONLY.



5852

CHRISTIAN AUDIGIER273 LAFAYETTE ST.
NEW YORK, NY 10012
212-966-3300

TERMINAL I.D.:

43433102

MERCHANT #:

001000010131002

SALE

BATCH: 000003

INV: 31

DATE: JUL 26, 00

TIME: 19:55:20

AUTH NO: 00557B

TOTAL

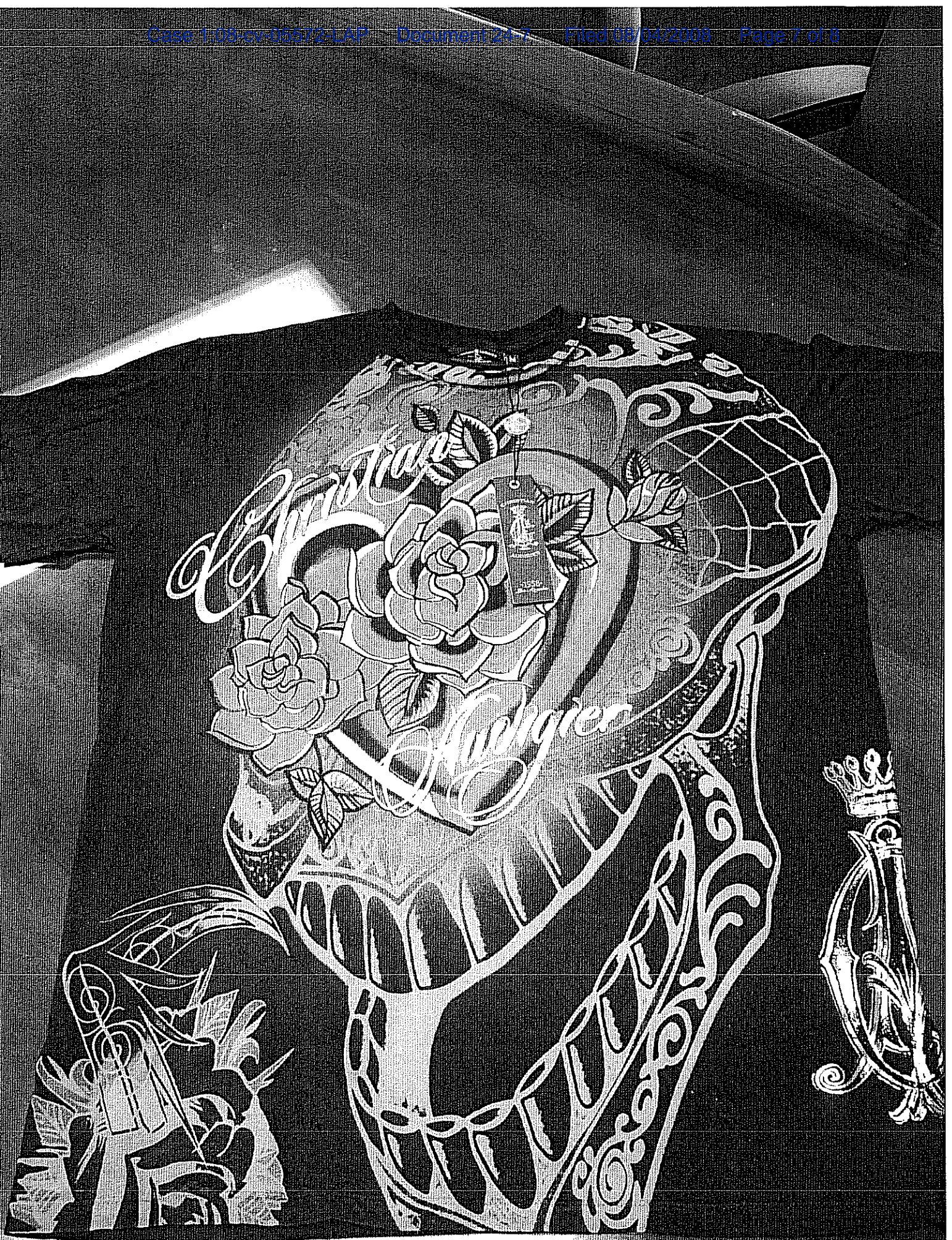
\$151.34

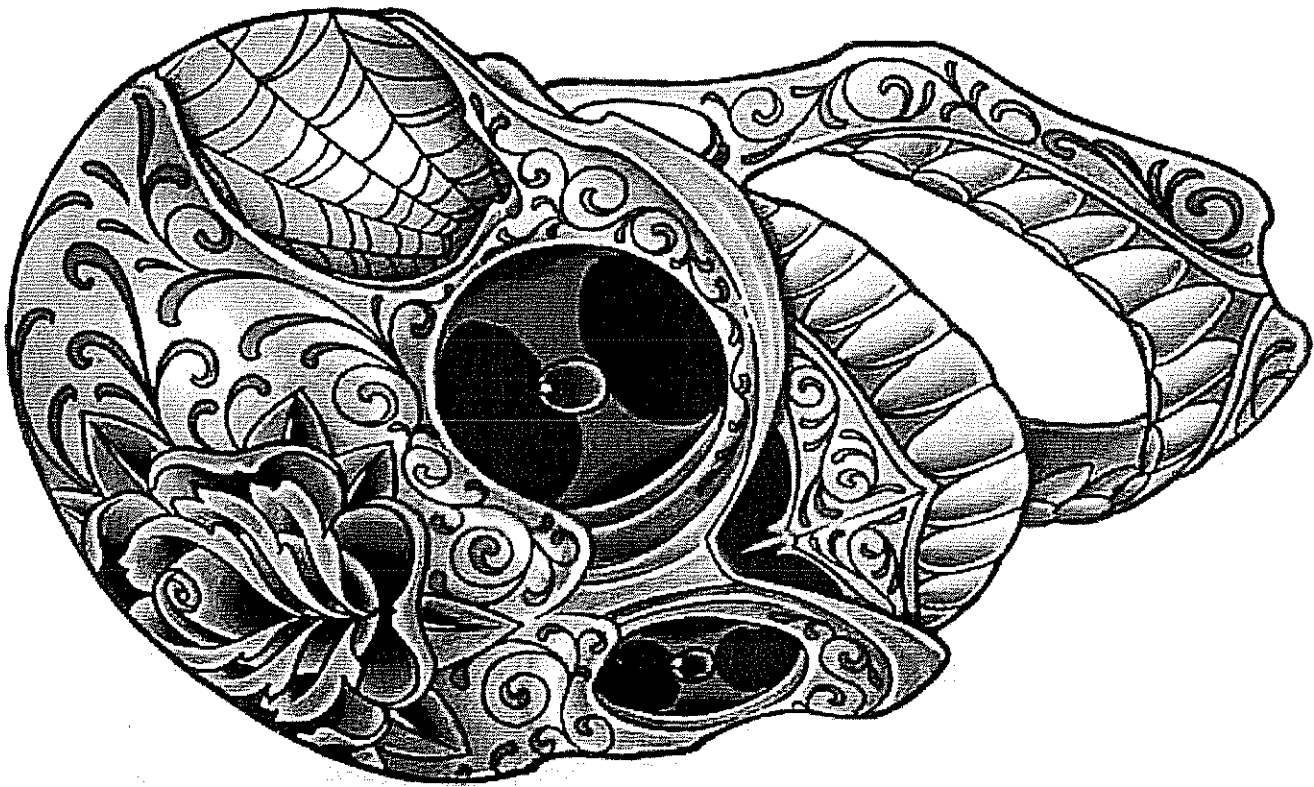
SEIDER

I AGREE TO PAY ABOVE TOTAL AMOUNT
ACCORDING TO CARD ISSUER AGREEMENT
(MERCHANT AGREEMENT IF CREDIT VOUCHER)

CHRISTIAN AUDIGIER

CUSTOMER COPY

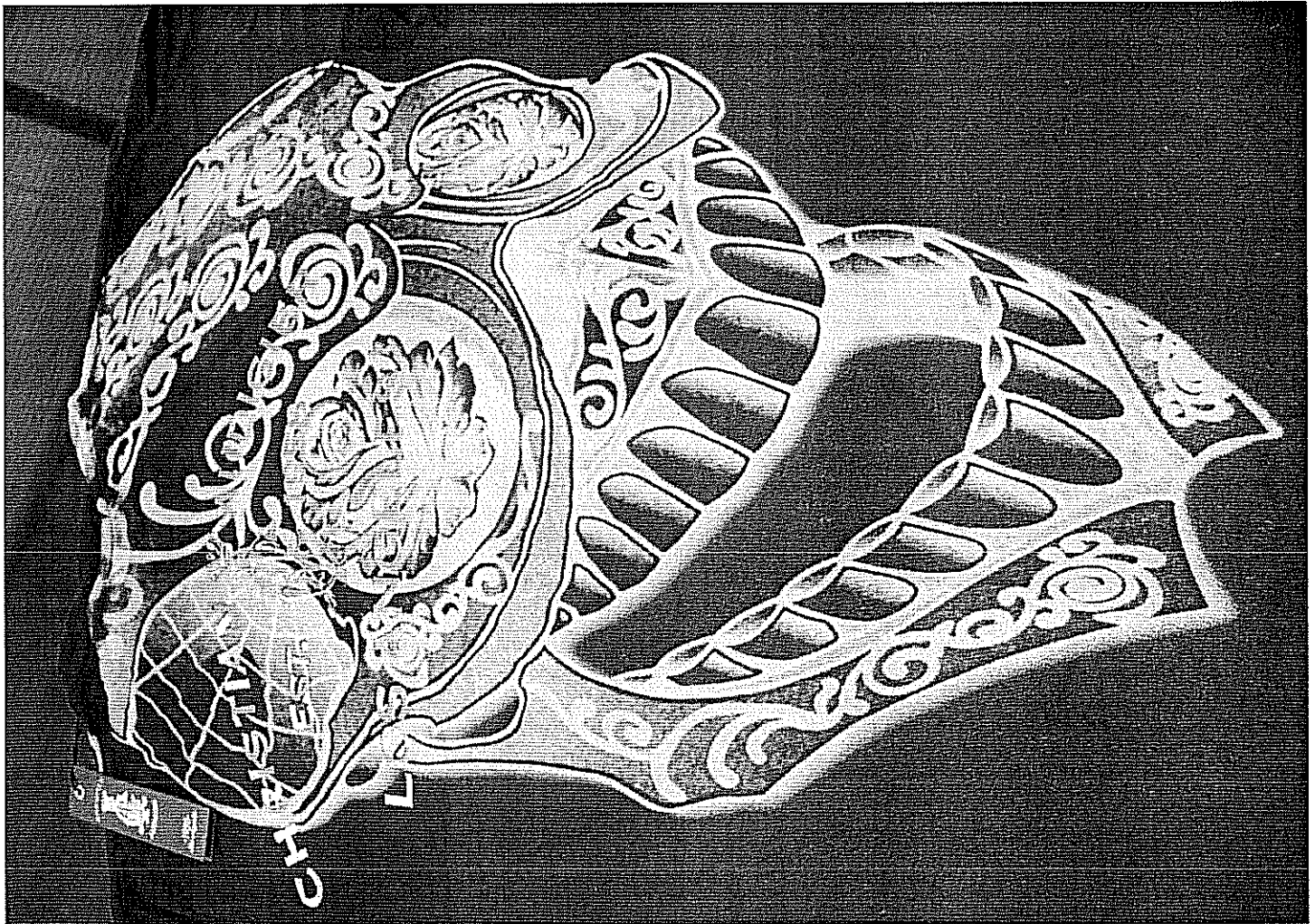




Copyright 2007 TattooJohany.com
Artwork by Damien Friesz

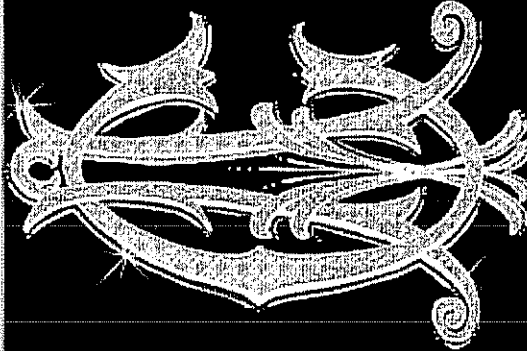


Plaintiff's Skull



Defendants' Tattooing Skull

EXHIBIT N



WOMENS
MENS

Short Sleeve Tees
Long Sleeve Tees
Hoodies
Board Shorts
Wallets
Shoes

COUTURE
ACCESSORIES
NEW ARRIVALS



"Heart Rose" Men's S/S Multi Print Tee in Blue

[Larger Photo](#) [Email a Friend](#)

Alternative Views:

100% Cotton
Machine Wash
Made in USA

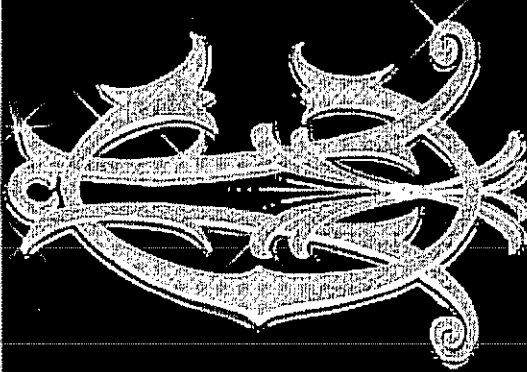
Our Price: \$145.00

Product Code: M97-M98_B8CBADHJ

Choose your options...

size : 2 First Select choose a size

[Add to Cart](#) [Add to Wish List](#)



WOMENS

MENS

Short Sleeve Tees

Long Sleeve Tees

Hoodies

Board Shorts

Wallets

Shoes

COUTURE

ACCESSORIES

NEW ARRIVALS

CHRISTIANA AUDIGIER

THE LIFESTYLE BIO OUR STORES CAMPAIGN

Home > Mens Clothing > Short Sleeves >
NEW! "Heart Rose" Men's S/S Multi Print Tee in Blue



"Heart Rose" Men's S/S Multi Print Tee in Blue

 [Larger Photo](#)  [Email a Friend](#)


Alternative Views:



100% Cotton
Machine Wash
Made in USA

Our Price: \$19.95

Product Code: M97-M98_B8CBADHJ

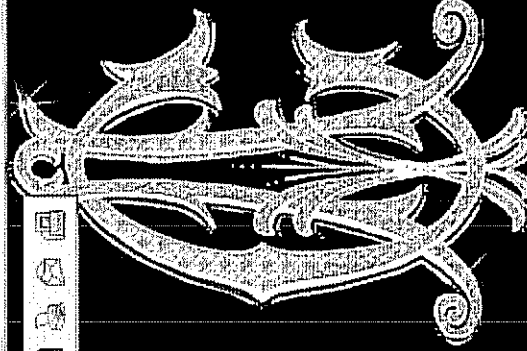
Choose your options...

size :  First, Select choose a size

 [Add to Cart](#)  [Add to Wish List](#)

Address http://www.christianaudigier.com/Heart-Rose-Men-s-S-S-Multi-Print-Tee-in-Black-p/m101-m102_b6cbadhj.htm

Google



WOMENS

MENS

Short Sleeve Tees

Long Sleeve Tees

Hoodies

Board Shorts

Wallets

Shoes

COUTURE

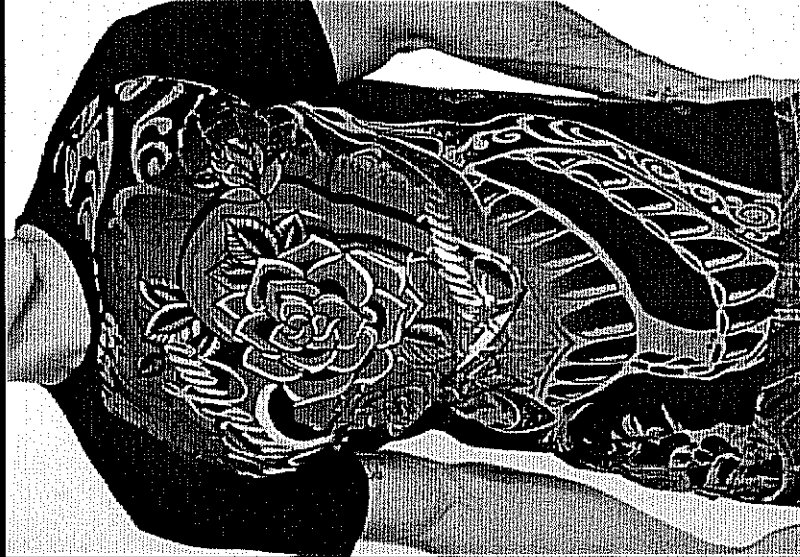
ACCESSORIES

NEW ARRIVALS

THE LIFESTYLE BIO OUR STORES CAMPAIGN

Home > Mens Clothing > Short Sleeves >

NEW! "Heart Rose" Men's S/S Multi Print Tee in Black



100% Cotton
Machine Wash
Made in USA

Our Price: \$14.95

Product Code: M101-M102_B8CBADHJ

Choose your options...

size : First Select choose a size

Alternative Views:

EXHIBIT O

CHRISTIAN AUDIGIER
273 LAFAYETTE ST.
NEW YORK, NY 10012
212-966-3300

TERMINAL I.D.: 43433102

MERCHANT #: 001000010131002

MASTERCARD

SALE

BATCH: 000003 INU: 30
DATE: JUL 26, 08 TIME: 19:51:29
AUTH NO: 005298

TOTAL \$197.27

SEIDER

X I AGREE TO PAY ABOVE TOTAL AMOUNT
ACCORDING TO CARD ISSUER AGREEMENT
(MERCHANT AGREEMENT IF CREDIT VOUCHER)

CHRISTIAN AUDIGIER

CUSTOMER COPY

7/26/2008 8:00 PM
Store: CAS

Sales Receipt #5851

Christian Audigier
273 Lafayette street
NY, NY 10012

Bill To:
Seider

Cashier: AMINE

Description 1	Qty	Price	Ext Price
ASSORTED	1	\$189.00	\$189.00
ASSORTED ALL			

Subtotal: \$189.00

Local Sales Tax 4.375 % Tax: + \$8.27

RECEIPT TOTAL: \$197.27

Credit Card: \$197.27
MasterCard

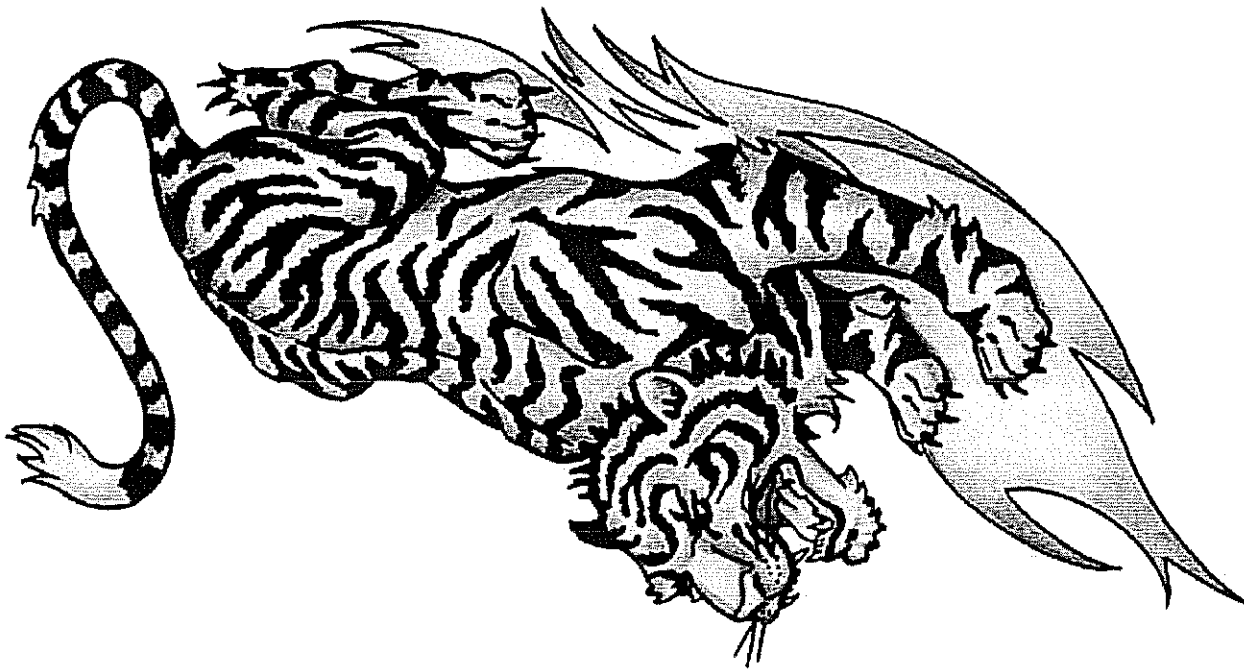
B8YBBCTF

NO REFUNDS - ALL SALES FINAL
STORE CREDIT & EXCHANGE WITHIN 14 DAYS
WITH RECEIPT AND TAGS ATTACHED
IN ORIGINAL CONDITION.
STORE CREDIT VALID FOR ONE YEAR ONLY.



5851





Copyright 2007 TattooJohnny.com
Artwork by Ambal

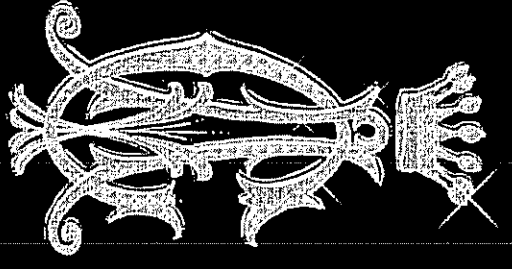
Plaintiff's Tiger



Defendants' Infringing Tiger



EXHIBIT P

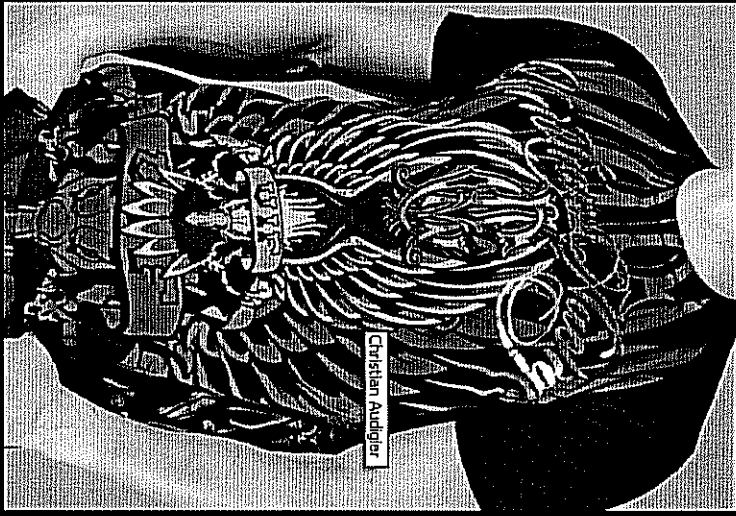


CHRISTIAN AUDIGIER

THE LIFESTYLE BIO OUR STORES CAMPAIGN

Home > Mens Clothing > Short Sleeves >

"VIF Eagle" Men's S/S All Over Print Tee in Black



"VIF Eagle" Men's S/S All Over Print Tee in Black

[Larger Photo](#)

[Email a Friend](#)

Alternative Views:



100% Machine Wash Made in USA
Our Price: \$145.00
Product Code: 75-T6_BCCADDEC

Choose your options...

size : ☐ First Select choose a size

[Add to Cart](#) [Add to Wish List](#)

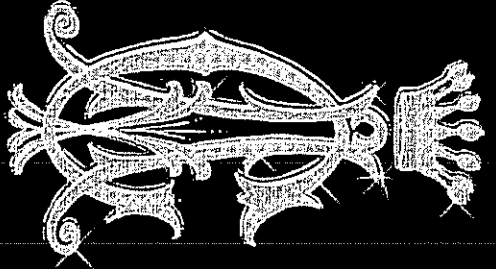
WOMENS

- Short Sleeve Tees
- Long Sleeve Tees

- Hoodies
- Watches
- Shoes

- COUTURE
- ACCESSORIES

Search



WOMENS
MENS

Short Sleeve Tees
Long Sleeve Tees

Hoodies
Wallets
Shoes

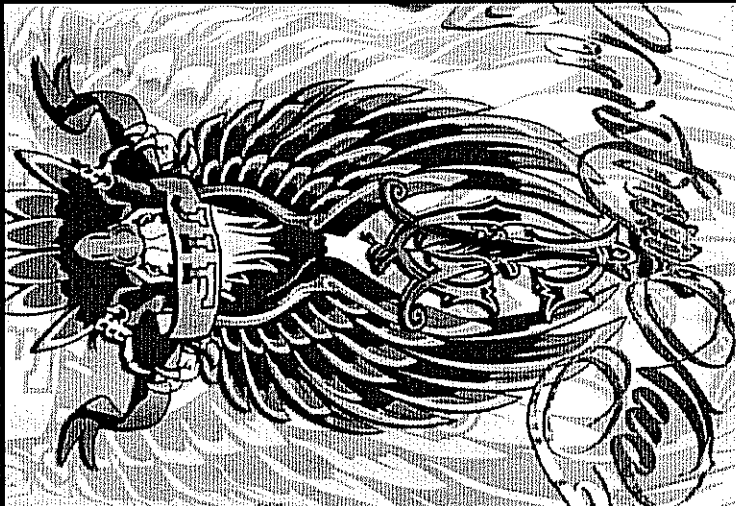
COUTURE
ACCESSORIES

Search GO

CHRISTIAN AUDIGIER

THE LIFESTYLE BIO OUR STORES CAMPAIGN

Home > Mens Clothing > Short Sleeves >
"VIF Eagle" Men's S/S All Over Print Tee in Winter White



"VIF Eagle" Men's S/S All Over Print Tee in Winter White

☐ Larger photo ☐ Email a Friend

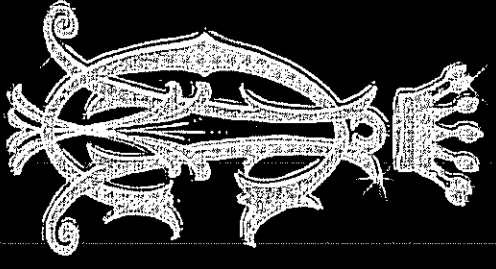
Alternative Views:



100% Cotton Machine Wash Made in USA	Our Price: \$14.95
Product Code: L31-L32_B8C34D5C	

Choose your options:

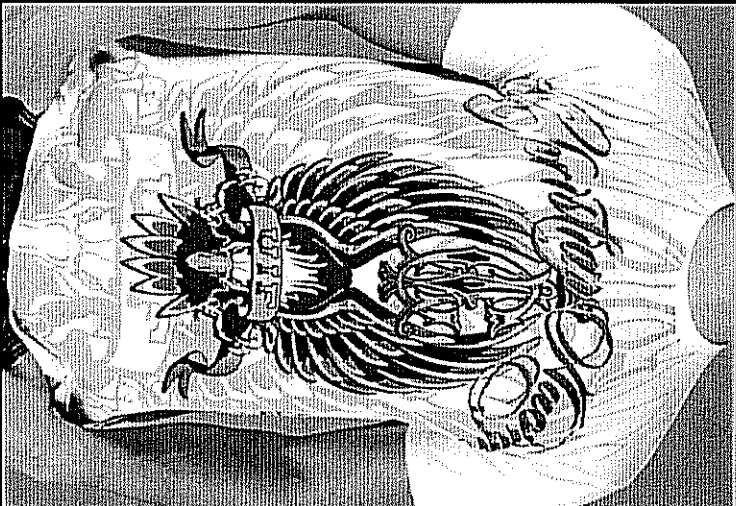
size : ☐ First Select choose a size



CHRISTIAN AUDIGIER

THE LIFESTYLE BIO OUR STORES CAMPAIGN

Home > Mens Clothing > Short Sleeves > "VIF Eagle" Men's S/S All Over Print Tee in Winter White



"VIF Eagle" Men's S/S All Over Print Tee in Winter White

☐ Larger Photo ☐ Email a Friend

Alternative Views



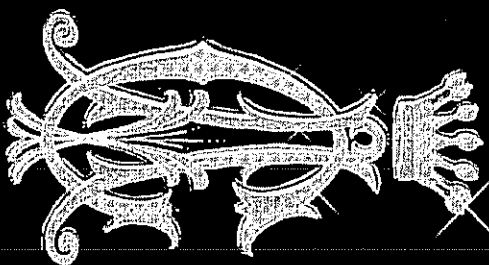
100% Cotton Machine Wash Made in USA
Our Price: \$145.00
Product Code: L31-132_B8C6AD-EC

Close your options...

size : ☐ First Select choose a size

- WOMENS
- MENS
- Short Sleeve Tees
- Long Sleeve Tees
- Hoodies
- Walleis
- Shoes
- COUTURE
- ACCESSORIES

Search GO



WOMENS

- Short Sleeve Tees
- Long Sleeve Tees
- Hoodies
- Tanks
- Dresses
- Bottoms
- Swimwear
- Wekids
- Shoes
- MENS
- COUTURE
- ACCESSORIES

Search GO

CHRISTIAN AUDIGIER

THE LIFESTYLE

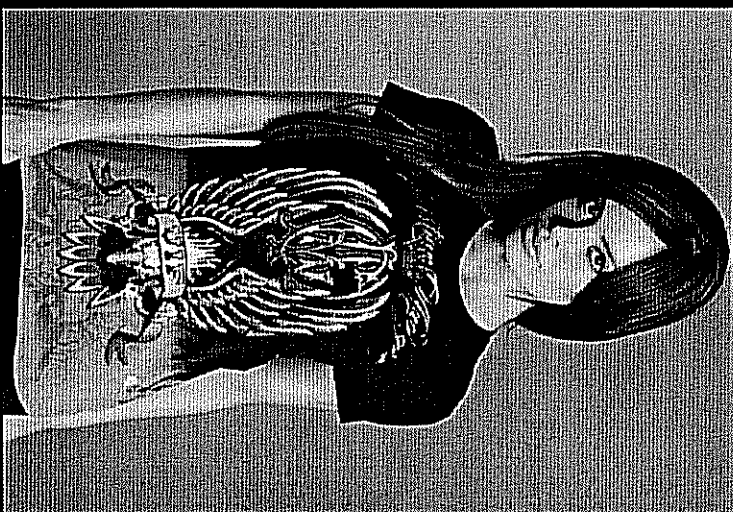
BIO

OUR STORES

CAMPAIGN

Home > Womens Clothing > Tees >

"VIF Eagle" Women's S/S Dip Dye Rhinestone Tee in Orange



"VIF Eagle" Women's S/S Dip Dye Rhinestone Tee in Orange

☐ Larger Photo ☒ Email a Friend

Alternative Views:



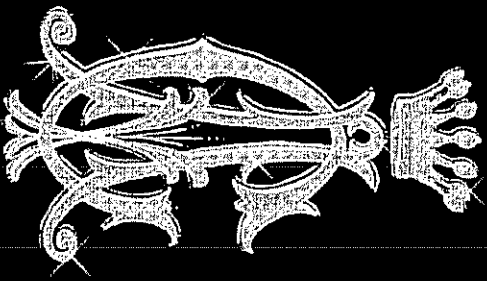
100% Cotton Machine Wash Made in the USA
Our Price: \$19.97
Product Code: K-63_B9YBUEC

Choose your options...

size : ☒ First Select choose a size

> Add to Cart

> Add to Wish List



WOMENS

- Short Sleeve Tees
- Long Sleeve Tees
- Hoodies
- Tanks
- Dresses
- Bottoms
- Swimwear
- Walkers
- Shoes
- MENS
- COUTURE
- ACCESSORIES

Search GO

CHRISTIAN AUDIGIER

THE LIFESTYLE

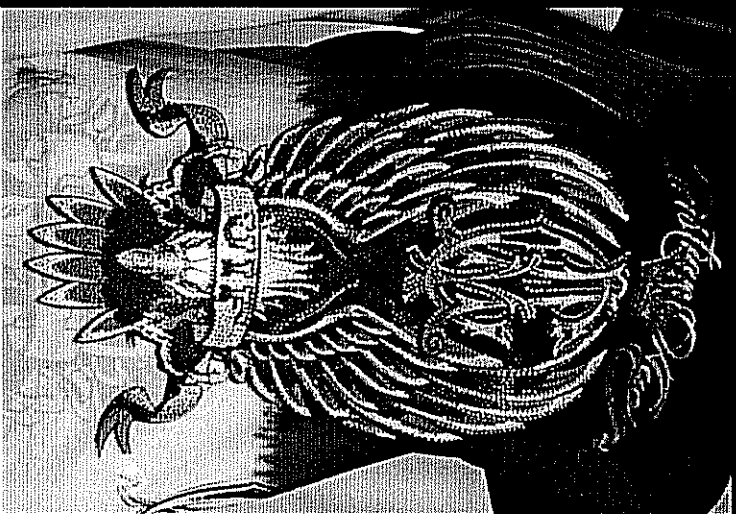
BIO

OUR STORES

CAMPAIGN

Home > Womens Clothing > Tees >

"Vif Eagle" Women's S/S Dip Dye Rhinestone Tee in Ivory



"Vif Eagle" Women's S/S Dip Dye Rhinestone Tee in Ivory

☐ Larger Photo ☒ Email a Friend

Alternative Views:



100% Cotton Machine Wash Made in the USA	Our Price: \$167.00
Product Code: 11-61_189BBUEC	

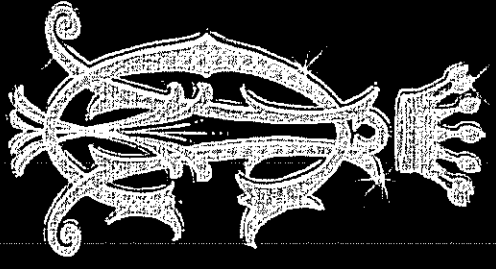
Choose your options...

size : ☐ First Select choose a size



> Add to Cart

> Add to Wish List



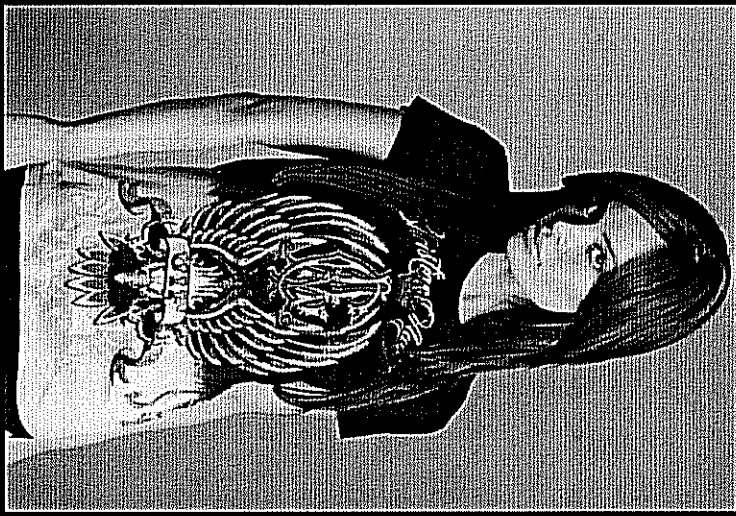
WOMENS

- Short Sleeve Tees
 - Long Sleeve Tees
 - Hoodies
 - Tanks
 - Dresses
 - Bottoms
 - Swimwear
 - Wabals
 - Shoes
 - MENS
 - COUTURE
 - ACCESSORIES
- Search GO

CHRISTIAN AUDIGIER

THE LIFESTYLE BIO OUR STORES CAMPAIGN

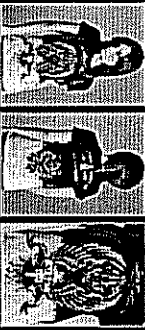
Home > Womens Clothing > Tees > "Vif Eagle® Women's S/S Dip Dye Rhinestone Tee in Ivory



Vif Eagle® Women's S/S Dip Dye Rhinestone Tee in Ivory

☐ Larger photo ☐ Email a Friend

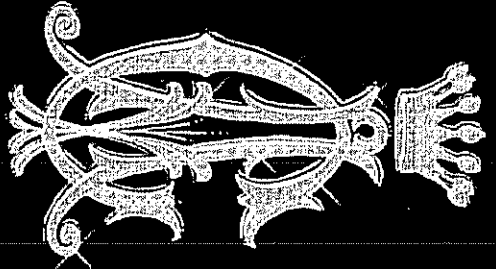
Alternative Views:



100% Cotton Machine Wash Made in the USA	Our Price: \$18.97/400
Product Code: 11-51_B8YBBUEC	

Choose your options:

size : ☐ First Select choose a size



WOMEN'S
MENS

Short Sleeve Tees
Long Sleeve Tees

Hoodies
Watches
Shoes

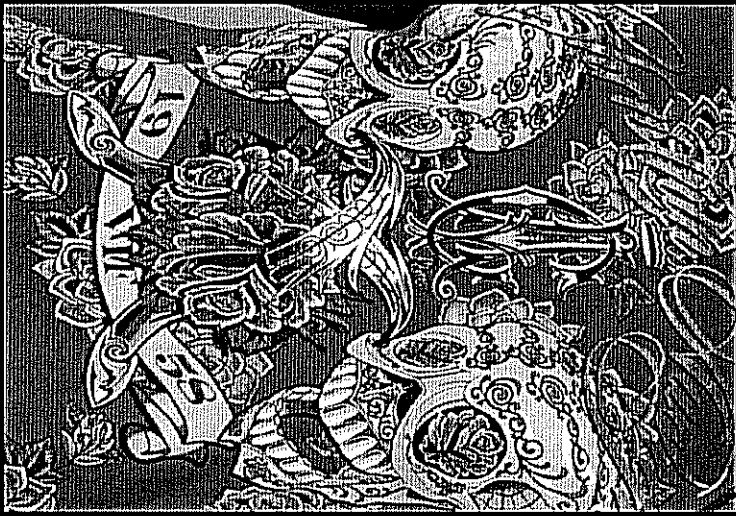
COUTURE
ACCESSORIES

Search GO

CHRISTIAN AUDIGIER

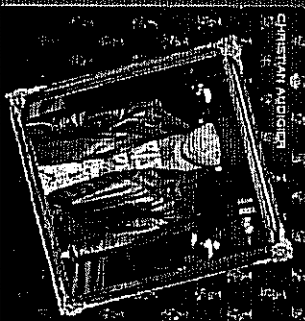
THE LIFESTYLE BIO OUR STORES CAMPAIGN

Home > Mens Clothing > Short Sleeves >
"Twin Sugar Skull" Men's S/S All Over Print Tee in Red



☐ Larger photo ☒ Email a Friend

Alternative Views:



SHANE SPARKS

Our Price: \$49.90

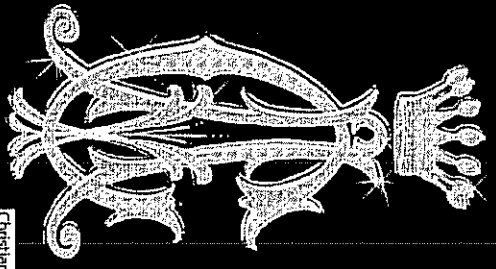
Product Code: 726-727_08CBFDDSK

Choose your options...

size : ☐ First, Select choose a size

> Add to Cart

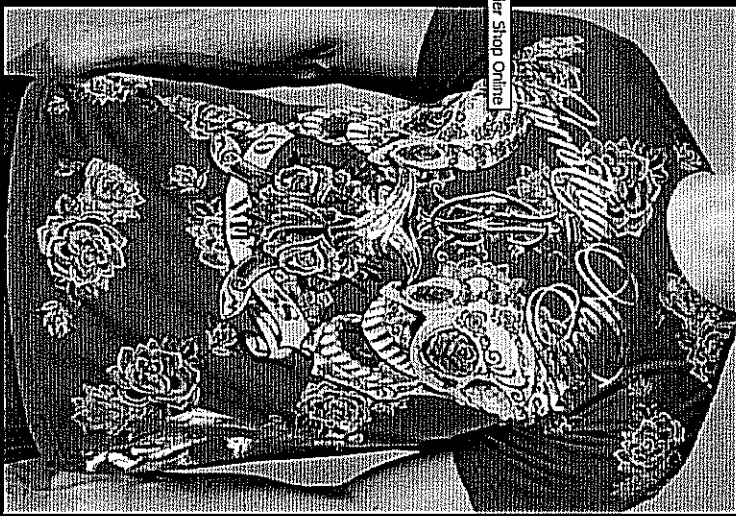
> Add to Wish List



CHRISTIAN AUDIGIER

THE LIFESTYLE BIO OUR STORES CAMPAIGN

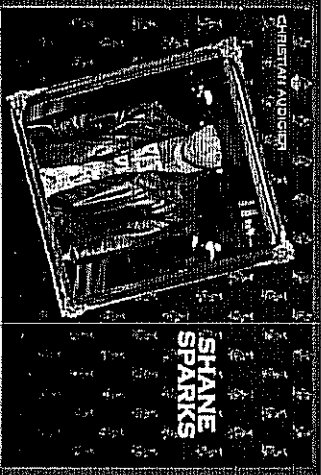
Home > Mens Clothing > Short Sleeves > "Twin Sugar Skull" Men's S/S All Over Print Tee in Red



"Twin Sugar Skull" Men's S/S All Over Print Tee in Red

☐ Larger Photo ☒ Email a Friend

Alternative Views:



Our Price: \$133.00

Product Code: 126-127_B8C87D5K

Choose your options...

Size: ☐ First, Select choose a size

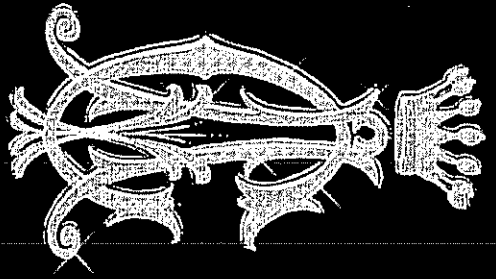
WOMENS
MENS

Short Sleeve Tees
Long Sleeve Tees

Hoodies
Watches
Shoes

COUTURE
ACCESSORIES

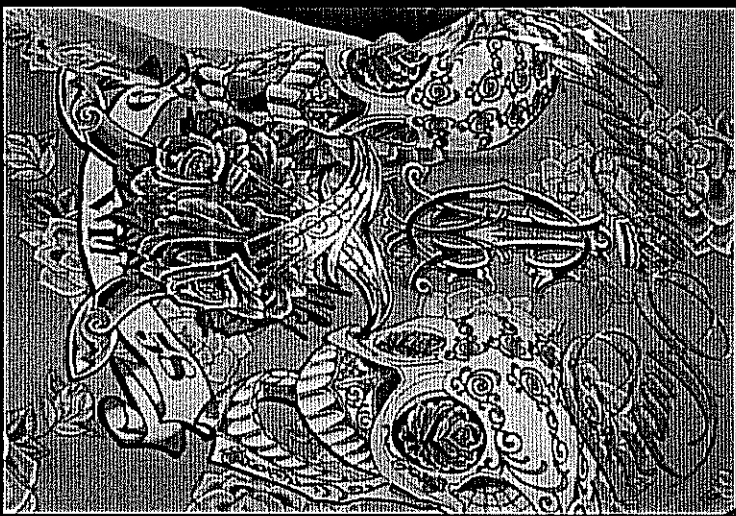
Search GO



CHRISTIAN AUDIGIER

THE LIFESTYLE BIO OUR STORES CAMPAIGN

Home > Mens Clothing > Short Sleeves > "Twin Sugar Skull" Men's S/S All Over Print Tee in Blue



"Twin Sugar Skull" Men's S/S All Over Print Tee in Blue

☐ Larger Photo ☒ Email a Friend

Alternative Views:



100% Machine Wash Made in USA
Our Price: \$15.95
Product Code: T2S-T30_BSCBFD5K

Choose your options...

size :

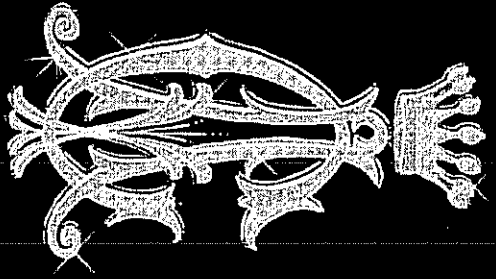
Search GO

WOMENS
MENS

Short Sleeve Tees
Long Sleeve Tees

Hoodies
Waisties
Shoes

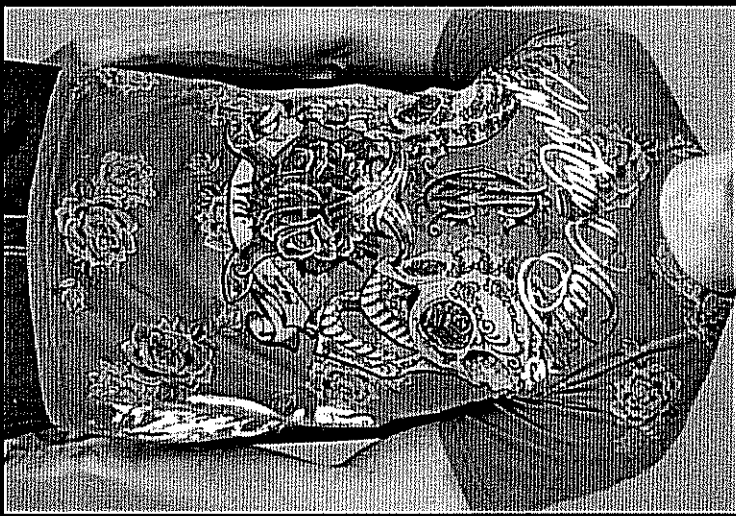
COUTURE
ACCESSORIES



CHRISTIAN AUDIGIER

THE LIFESTYLE BIG OUR STORES CAMPAIGN

Home > Mens Clothing > Short Sleeves >
"Twin Sugar Skull" Men's S/S All Over Print Tee in Blue



"Twin Sugar Skull" Men's S/S All Over Print Tee in Blue

☐ Larger Photo ☒ Email a Friend

Alternative Views:



100% Machine Wash Made in USA	Our Price: \$24.95
Product Code: 729-730_BatchDisk	

Choose your options...

size : ☒ First Select choose a size

Search GO

WOMENS MENS

Short Sleeve Tees
Long Sleeve Tees

Hoodies
Waffles
Shoes

COUTURE
ACCESSORIES



WOMENS
MENS

Short Sleeve Tees
Long Sleeve Tees

Hoodies
Walleis
Shoes

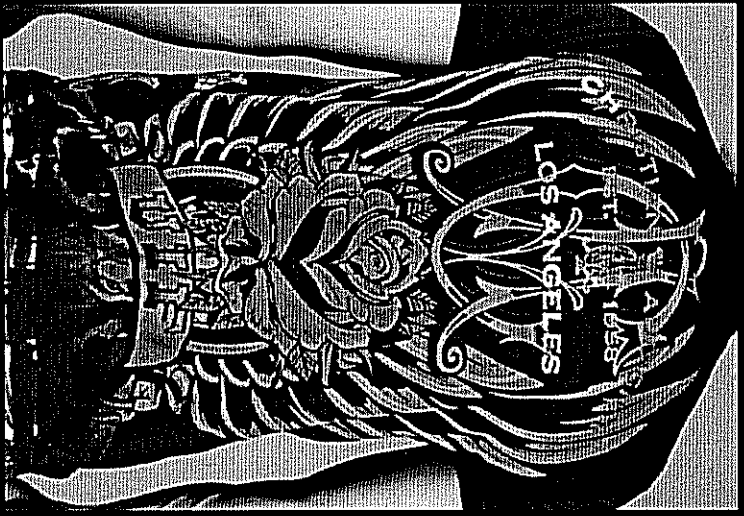
COUTURE
ACCESSORIES

Search GO

CHRISTIAN AUDIGIER

THE LIFESTYLE BIO OUR STORES CAMPAIGN

Home > Mens Clothing > Short Sleeves >
"Vif Eagle" Men's S/S All Over Print Tee in Black



"Vif Eagle" Men's S/S All Over Print Tee in Black

☐ Larger Photo ☐ Email a Friend

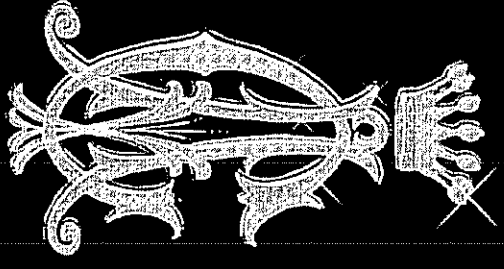
Alternative Views:



100%
Machine Wash
Made in USA
Our Price: \$145.00
Product Code: TS-TE-BSCSADEC

Choose your options...

size : ☐ First Select choose a size



WOMENS
MENS

Short Sleeve Tees
Long Sleeve Tees

Hoodies
Wallets
Shoes

COUTURE
ACCESSORIES

Search GO

CHRISTIAN AUDIGIER

THE LIFESTYLE BIO OUR STORES CAMPAIGN

Home > Mens Clothing > Short Sleeves >
"VIF Eagle" Men's S/S All Over Print Tee in Black



VIF Eagle® Men's S/S All Over Print Tee in Black

☐ Larger Photo ☐ Email a Friend

Alternative Views:



100% Machine Wash Made in USA	Our Price: \$24.95
Product Code: 75-16_B9C6ADEC	

Choose your options...

size : ☐ First, Select choose a size

EXHIBIT Q

